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5844

**AGREEMENT**

**between the**

**ODESSA-MONTOUR TEACHERS ASSOCIATION**

**and the**

**ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT**

7/1 6/30  
2003 – 2007

**RECEIVED**

JAN 03 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## PREAMBLE

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT, hereinafter called "District," party of the first part, and the ODESSA-MONTOUR TEACHERS ASSOCIATION, hereinafter called "Association," party of the second party.

In consideration of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

### ARTICLE 1 - RECOGNITION

13       **§ 1.1       Recognition • unit defined.** The District hereby recognizes the Association as the  
14 exclusive bargaining agent for all certified professional personnel, except Administrators and all others  
15 who evaluate teachers employed by the District, including all teachers and all other personnel holding  
16 teaching certificates including, without limitation, school nurse teacher, librarians, dental hygienists, and  
17 guidance personnel, who are employees of the District. The unit shall not include per diem substitutes but  
18 shall include long-term substitutes and teaching assistants.

19  
20       **§ 1.2       Exclusivity.** The District agrees not to negotiate with any other organization with  
21 respect to teachers in the Association during such period as the Association remains unchallenged and  
22 shall neither recognize nor negotiate with any organization claiming to represent employees in such unit  
23 during such period as any challenge remains unresolved.

### ARTICLE 2 - DEFINITIONS

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26       **§ 2.1       Definitions.** As used in this Agreement:

- 27                   (a)       The term "Association" means the Odessa-Montour Teachers Association.
- 28  
29                   (b)       The term "Board" means the Board of Education of the Odessa-Montour  
30 Central School District.
- 31                   (c)       The term "District" means the Odessa-Montour Central School District.
- 32  
33                   (d)       The term "Superintendent" means the Superintendent of Schools of the  
34 Odessa-Montour Central School District.
- 35                   (e)       The term "teacher" means any person represented by the Odessa-Montour  
36 Teachers Association as his negotiating representative.
- 37  
38                   (f)       The term "secondary" means any grade level from grade 6-12 in the Odessa-  
39 Montour Central School District.

40  
41       **§ 2.2       Gender and number.** Whenever the context so requires, the use of words in this  
42 Agreement in the singular shall be construed to include the plural, and words in the plural shall be  
43 construed to include the singular. Words, whether they are in the masculine, feminine or neuter gender,  
44 shall be construed to include all of the said genders, unless the context would require that the gender  
45 apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience  
46 purposes only, and that said use is not to be interpreted to be discriminatory by reason of sex.

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### ARTICLE 3 - DURATION

**§ 3.1 Duration.** Except as otherwise specified herein, this contract shall be retroactive to July 1, 2003 and shall continue in full force and effect until June 30, 2007.

### ARTICLE 4 - REPRODUCTION OF AGREEMENT

**§ 4.1 Reproduction of agreement.** Upon ratification, the Association and the District shall each pay one-half (1/2) the cost of reproducing one hundred twenty-five (125) copies of this agreement.

### ARTICLE 5 - PART-TIME TEACHERS

**§ 5.1 Defined.** The term part-time teacher will mean any teacher assigned to work less than the teacher workday or work week. A teacher assigned to teach full-time for a part of a year will be considered as a full-time teacher for the period worked. A secondary teacher assigned to teach five (5) or more classes will be considered to be full-time.

**§ 5.2 Benefits.** Unless otherwise stipulated elsewhere in this Agreement, all teachers shall be covered by the terms and conditions set forth in the Agreement. Where appropriate (e.g., sick leave), benefits will be prorated.

**§ 5.3 Health insurance.** With respect to health insurance coverage, part-time teachers shall be covered in accordance with the regulations sets forth by the insurance Plan. It is understood that all teachers who meet the Plan's eligibility shall receive coverage consistent with Article 17.

**§ 5.4 Extra duties.** Part-time teachers will have extra duties assigned on a prorated basis.

**§ 5.5 Preparation time.** A secondary teacher assigned to teach three (3) or more classes will be entitled to preparation time as set forth in §7.2. An elementary teacher assigned to teach one hundred twenty (120) or more minutes per day will be entitled to receive at least twenty-five (25) minutes of preparation time each day.

**§ 5.6 Duty-free lunch.** A secondary teacher assigned to teach either three (3) or four (4) classes will be entitled to receive a duty-free lunch period each day. An elementary teacher assigned to teach one hundred twenty (120) or more minutes per day will be entitled to receive a thirty (30) minute duty-free lunch period.

**§ 5.7 Salary calculation.**

(a) Secondary teachers. The salary for a part-time secondary teacher will be calculated by multiplying a fraction by the teacher's full-time salary. The fraction will be the greater of the following formulas.

(1) The number of classes assigned to teach during the four (4) day cycle divided by twenty (20); or,

(2) A fraction whose numerator is the sum of the assigned classes, additional duties, preparation periods and duty-free lunch period in the four (4) day cycle and whose denominator is thirty-six (36).

(b) Elementary teachers. The salary for a part-time elementary teacher will be calculated by multiplying a fraction by the teacher's full-time salary. The denominator of the fraction will be the number of minutes in the full-time teacher's workweek and the numerator will be the number of minutes

worked. Included in the numerator will be the duty-free lunch period and all preparation times as well as any other time the teacher is required to be in school during the work week.

(c) Teachers assigned for one (1) or more days per week. Part-time teachers who are assigned to work one (1) or more but fewer than five (5) full days per week will have their salary calculated by multiplying the teacher's full-time salary by a fraction whose denominator is five (5) and whose numerator is the number of full days per week the teacher works.

**§ 5.8 Continuous work time.** The District agrees that in scheduling instructional time to part-time teachers, it will make every effort to ensure that there will not be interrupted, non-compensated time between the time the teacher begins work and the end of the teacher's workday. Absent agreement between the District and the Association, there will be no more than forty-five (45) minutes of non-compensated time between the start and end of a teacher's workday.

**§ 5.9 Conference attendance.** A part-time teacher who voluntarily attends a conference will be paid his regular part-time daily rate based on his prorated, part-time annual salary. A part-time teacher who is directed to attend a conference will be paid a full-day's rate based on his annual salary, as said salary would be calculated for a full-time teacher.

## ARTICLE 6 - ASSOCIATION PRIVILEGES

**§ 6.1 Release time for Association President.** The Association President shall be granted two (2) periods per week (approximately one and one-half [1-1/2] hours) to devote to Association business. This release time shall be regularly scheduled as mutually agreed upon by the building Principal and the Association President. This time shall be taken from supervisory duties.

**§ 6.2 Days for Association business.** The Association shall be entitled to a total of eight (8) leave days in any one (1) contract year to conduct Association business outside the District. Each day's leave of absence shall not be deducted from any other leave. The Association shall reimburse the District for the salary and cost of fringe benefits of the substitute if a substitute is used to replace the absent teachers.

**§ 6.3 Use of facility • equipment.** The Association shall have the right to use school buildings without cost for its meetings and other business, provided that such use will not conflict with previously-scheduled school events. The Association will be allowed reasonable use of duplication facilities. The Association will purchase supplies, if necessary, and may be required to pay charges at the same rate charged other organizations.

**§ 6.4 New teacher orientation.** If the District has an orientation program for new teachers prior to the first workday each school year, the Association shall be given the opportunity to speak to new teachers as a part of the program. The Association may consult with Administration with respect to planning the program.

**§ 6.5 Travel time for Association meetings.** Teachers shall be allowed to attend Association meetings when such attendance and/or travel time does not interfere with student contact time. Said meetings shall not exceed one per month unless there is mutual agreement between the Association President and the Superintendent.

## ARTICLE 7 - WORKING CONDITIONS

### § 7.1 Secondary teacher assignments.

(a) The District shall make every effort within staffing and budget limitations to schedule teacher assignments to limit secondary teachers to two (2) Regents-level laboratory courses per

day or three (3) different preparations per day. During the construction of the next school year's tentative secondary schedule if a teacher has more than two (2) Regents-level laboratory courses per day or more than three (3) preparations per day, the principal shall inform the teacher in writing by June 1. If the schedule is not acceptable to the teacher, the District shall explore alternative ways of scheduling. If the matter is not resolved, a meeting shall be held among the secondary principal, respective department chairperson, if applicable, and the teacher. The meeting shall occur before the finalization of the schedule. This process will be concluded before August 15.

(b) A secondary teacher assigned to more than five (5) classes per day shall receive an additional preparation period on alternate days for each extra class taught in excess of five (5) classes per day.

## **§ 7.2 Preparation time.**

(a) In addition to the thirty (30) minute duty-free lunch period, each secondary teacher shall have at least one (1) uninterrupted preparation period per day equal to the secondary class period. Each elementary teacher at H.A. Hanlon shall have a forty (40) minute uninterrupted lunch and shall have forty (40) minutes of uninterrupted preparation time per day. Each elementary teacher at B.C. Cate shall have a thirty (30) minute duty-free lunch period and shall have forty (40) minutes of preparation time per day, with twenty-five (25) minutes of said time being uninterrupted. During recess period at B.C. Cate, three (3) days per week, teachers may be asked to attend meetings, conferences, provide student supervision, discipline students, do curriculum work, and tutor students. Twenty-five (25) minutes per week, teachers may be asked to do supervision between 8:00 and 8:15 a.m.

(b) Department chairmen and grade level coordinators will be given two (2) periods for budget preparation unless they already have more than forty (40) minutes free time beyond what is indicated above.

**§ 7.3 Emergency assignment of teachers.** At the request of the building Principal, a teacher may be asked to give up his preparation period not more than two (2) times in a ten (10) week period. To the extent practicable, assignment shall be allocated equitably among the teachers with adjustments being made, particularly in regard to those teachers having preparation periods at the beginning of the school day. Should teachers having preparation periods in the beginning of the school day be allocated assignments while others have not, the building Principal will attempt to make practicable adjustments among the teachers.

**§ 7.4 Preparation of lesson plans.** All teachers recognize that pre-planning enhances the effectiveness of lessons. Each teacher's planning should be appropriate to his subject matter. If a method of planning other than the standard plan book is used, it is incumbent upon the teacher to discuss alternative methods of preparing lesson plans with the building Principal. The building Principal may request lesson plans in writing.

**§ 7.5 Faculty workroom.** The Board shall make available one mutually agreed upon faculty room in the secondary and elementary school buildings for faculty use equipped with a computer with printer capability in good working order, a copy machine in good working order in the Hanlon and B.C. Cate buildings, a microwave oven, a refrigerator, a desk and chair, and comfortable furniture for use by teachers.

**§ 7.6 Parental conference.** When a teacher is having a serious problem with a student concerning citizenship, discipline or academic work, the teacher shall so notify the parent and request a conference. If requested by the teacher, the Administrator may arrange and attend the conference.

1       **§ 7.7       Lunch hour.** Each teacher will be granted a full thirty (30) minute period for lunch,  
2 uninterrupted except for emergency situations, and will have the opportunity to eat in the Teachers'  
3 Dining Room at Odessa and the Teachers' Room at Montour Falls during said period.

4  
5       **§ 7.8       Faculty meetings.**

6  
7       (a)       Whenever possible, prior to calling a faculty meeting, the appropriate Administrator  
8 will give advance notification and will provide teachers with an agenda. If for any reason a teacher is to  
9 be absent, he should notify the building Principal two (2) days in advance, giving the reason for the  
10 absence. If excused, the teacher is responsible for what happened at the meeting.

11  
12       (b)       Teachers will be allowed to use the school facilities in which the faculty meeting is  
13 held for Association business after the end of the faculty meeting provided, however, that no teacher will  
14 be required by the District to remain beyond the end of the faculty meeting and into the Association  
15 meeting.

16  
17       **§ 7.9       Telephone.** Each teacher's classroom or workstation shall have a telephone with  
18 access to an outside line.

19  
20                   **ARTICLE 8 - TEACHER WORKDAY**

21  
22       **§ 8.1       Length.** The teacher workday shall be seven (7) hours and fifteen (15) minutes,  
23 including the duty-free lunch period.

24  
25       **§ 8.2       Assigned stations.** All teachers shall be in their assigned classrooms, offices,  
26 stations, or bus duties prior to the time students arrive on and exit from school buses, preparatory to the  
27 activities of the day. Guidance counselors shall remain a minimum of one-half (1/2) hour after closing of  
28 school and such other times as directed by the Superintendent.

29  
30       **§ 8.3       Year-end duty-free period.** During the last three (3) full days of the school year,  
31 elementary students shall be released at the half-day mark and elementary teachers shall have the  
32 remainder of the contract day to work on year-end duties as overseen by the building Principal.

33  
34       **§ 8.4       Release time.** All teachers involved in planning, administering, correcting, and  
35 analyzing local District-mandated student assessments, as predetermined by the District, shall be provided  
36 mutually agreed upon release time to fulfill their responsibilities. Said release time shall be assigned and  
37 overseen by the building Principal.

38  
39       **§ 8.5       Agenda for Superintendent conference days.** The agenda for Superintendent  
40 conference days will be developed in consultation with the Association President or designee.

41  
42       **§ 8.6       IEPs.** Teachers who are required to write IEPs shall be given up to three (3) release  
43 days as needed in minimum one-half (1/2) day blocks to be scheduled at least one (1) week in advance  
44 with approval of the District CSE chair or designee.

45  
46       **§ 8.7       Opening day.** On the opening day of school (usually the first Tuesday following  
47 Labor Day), the teachers shall have from 11:00 a.m. until the end of the contract day for Association  
48 meetings and to prepare for students.

49  
50       **§ 8.8       Meeting release time.** If the schedule at a school is such that the teacher workday  
51 extends beyond the teacher workday at the other schools in the District, those teachers may be released  
52 early from their contractual workday under §8.1 above to attend mandatory District meetings or  
53 Association meetings under §6.5.  
54

## ARTICLE 9 - TEACHER WORK YEAR

§ 9.1 **Calendar.** The Board shall seek the advice of the Association President or designated representative in making up the school calendar.

### § 9.2 **Work year.**

(a) The teacher work year shall be a maximum of one hundred eighty-two (182) days and shall be scheduled between the Tuesday following Labor Day and the Friday of the June Regents Examination week. Orientation, except new teacher orientation, and three (3) conference days shall be a part of the one hundred eighty-two (182) day work year.

(b) In addition to the teacher workdays referred to in § 9.2 (a), the District may, at its discretion, include days to be used as snow or emergency days. Any unused snow days or emergency days will be used as additional vacation days at times designated by the Superintendent.

(c) If an emergency situation occurs that necessitates a rearrangement of the teacher work year, the District shall seek the advice of the Association President or designated representative prior to making the change.

## ARTICLE 10 - STAFF DEVELOPMENT

### §10.1 **Staff Development committee.**

(a) A Staff Development standing committee shall be established to examine needs, review goals, examine existing programs, recommend specific areas of program development, review program proposals, and make recommendations for or against sanctioning staff development programs. The committee shall be composed of a teacher from each building and one Administrator. Additional members may be added to the committee by mutual agreement between the Association and the Superintendent or his designee.

### §10.2 **Staff Development programs.**

(a) If approved by the standing committee and the Superintendent, the Staff Development program will be provided by the District at no cost to the participant.

(b) If participation requires attendance beyond the regular teacher workday or work year, in-service salary credit or additional pay at a rate of twenty dollars (\$20) per hour shall be granted for Staff Development work.

(c) If the teacher elects to receive in-service salary credit, the following shall apply: (1) the in-service course or workshop must be approved by the District in advance; (2) requirements shall be set by the Administrators; (3) generally, one (1) hour of in-service credit shall be granted for fifteen (15) hours of in-service work; and (4) if the in-service course is other than fifteen (15) hours, the hours may be accumulated until the fifteen (15) hour multiple requirement is met.

(d) As a part of the District's commitment to improve the quality of education, it may make available specific staff development programs in which teachers may voluntarily elect to participate. A teacher, or other party, who assists teachers by conducting formative evaluations shall not have his opinion sought in any case, including, but not limited to, discipline or dismissal by any of the parties involved. All materials related to such a process shall be considered to be confidential and shall not be made available to a third party.

(e) A bargaining unit member who is asked to teach a staff development workshop shall be paid the current BOCES presenter's stipend.

## ARTICLE 11 - CLASS SIZE

**§11.1 Class load.** In the event that class load exceeds an average of twenty-eight (28) pupils in grades K-4; thirty (30) pupils in grades 5 and 6; one hundred fifty (150) pupils per day in physical education in grades 7-12; and one hundred twenty-five (125) pupils per day in all other subjects in grades 7-12, except choral music, an adjustment will be made, by agreement with the teacher concerned, in the teacher's schedule at the beginning of each semester. Laboratory students will be counted only once per day for class size.

**§11.2 Classes with educationally disadvantaged students.** The Board will make every effort possible to limit to twenty-five (25) students any class having more than fifty percent (50%) educationally disadvantaged students. Every effort will be made to distribute the number of educationally disadvantaged students evenly among the existing staff.

## ARTICLE 12 – ANNUAL PROFESSIONAL PERFORMANCE REVIEW FOR TEACHERS

**§12.1 Evaluation • purpose.** The chief purpose of the evaluation of teachers shall be to maintain a highly qualified, competent staff, to promote its continuing development, and to improve the quality of instruction. In keeping with these goals, the parties agree that evaluation for the purpose of maintaining employment is a management function and may only be done by a certified Administrator.

**§12.2 Evaluation • forms.** The forms used in the annual professional performance review of tenured teachers, non-tenured teachers, and pupil personnel staff are included herein as part of the complete document entitled "Annual Professional Performance Review" (Appendices E-F).

### **§12.3 Classroom evaluation • procedure.**

(a) Tenured teachers shall have at least one (1) classroom evaluation each year. Non-tenured teachers shall have at least two (2) classroom evaluations per year. A teacher new to the District shall have at least one (1) of these evaluations completed during the first ten (10) weeks of his employment.

(b) Each classroom evaluation must be based on an observation of at least twenty (20) minutes' duration. Following each observation, the evaluator shall complete the written performance appraisal form. If either the evaluator or the tenured teacher requests a conference to discuss the observation, a meeting will be held within five (5) working days after the observation. Non-tenured teachers will meet with the evaluator for pre- and post-observation conferences. The final copy shall be given to the teacher within ten (10) working days following the observation.

(c) Each teacher will sign his evaluation form only as an indication that he has seen and has had an opportunity to discuss the evaluation. The teacher's signature will not constitute either approval or disapproval. The teacher may, if he wishes, attach his own comments to the evaluation form.

(d) A copy of each classroom evaluation (including rubric) shall be kept in the teacher's personnel file (Appendix E).

### **§12.4 Alternative classroom evaluation • procedure.**

(a) Tenured teachers shall have the option of choosing one of the following alternatives to the classroom evaluation with administrative approval:

- (1) Option 1: Peer Coaching/Mentoring
- (2) Option 2: Self-Assessment
- (3) Option 3: Teacher as Researcher
- (4) Option 4: Professional Portfolio
- (5) Option 5: Project Development and Implementation

(b) The teacher must notify his principal by September 15 of the school year on the form entitled Performance Evaluation Choice for Tenured Teachers and Pupil Personnel Staff if he is choosing one of the options in §12.4(a).

(c) If circumstances change, the teacher may choose to revert to a traditional classroom observation under §12.3 by February 1 of the school year.

(d) The form entitled Alternative Self-Assessment Reflection is to be submitted by June 1. A copy of the signed form will be placed in the teacher's personnel file.

**§12.5 Portfolios • procedure.** All non-tenured teachers and non-tenured pupil personnel staff with transitional or initial certification shall create a portfolio. The form entitled Portfolio Self-Assessment Reflection is to be submitted by June 1. A copy of the signed form will be placed in the teacher's personnel file.

**§12.6 Evaluation of pupil personnel staff • procedure.**

(a) All tenured and non-tenured pupil personnel staff including guidance counselors, psychologists, sociologists, and student affairs specialists shall be evaluated on the Pupil Personnel Staff Evaluation Form. Tenured pupil personnel staff will receive two (2) evaluations, mid-year and end of year or may choose one of the alternative options listed in §12.4(a) in lieu of the mid-year evaluation with administrative approval. Non-tenured pupil personnel staff will receive three (3) evaluations, during the first ten (10) weeks, mid-year, and end of year.

(b) Each evaluation must be based upon an observation of at least twenty (20) minutes. Following each observation, the evaluator shall complete the written evaluation form. If either the evaluator or the tenured pupil personnel staff member requests a conference to discuss the observation, a meeting will be held within five (5) working days after the observation. Non-tenured pupil personnel staff will meet with the evaluator for pre- and post-observation conferences. The final copy shall be given to the pupil personnel staff member within ten (10) working days following the observation.

(c) Each pupil personnel staff member shall sign his evaluation only as an indication that he has seen and has had an opportunity to discuss the evaluation. The pupil personnel staff member's signature will not constitute either approval or disapproval. The pupil personnel staff member may, if he wishes, attach his own comments to the evaluation form.

(d) A copy of each evaluation shall be kept in the pupil personnel staff member's personnel file (Appendix F).

**§12.7 Annual evaluation • procedure.**

(a) Each teacher shall receive an Annual Teacher Evaluation Form not later than thirteen (13) working days before the end of the school year.

(b) Each pupil personnel staff member shall receive his final Pupil Personnel Staff Evaluation Form not later than thirteen (13) working days before the end of the school year.

(c) Each teacher or pupil personnel staff member shall be notified of the right to a conference with the Administrator to discuss the annual evaluation. A request by either the teacher/pupil personnel staff member or the Administrator to hold a conference to discuss the annual evaluation shall be made within three (3) working days of the teacher/pupil personnel staff member's receipt of the evaluation form. If requested by either party, the conference shall be held within five (5) working days of the request. The signed evaluation form shall be returned to the Administrator within five (5) working days after the conference is held, or, if no conference is held, within five (5) working days after the evaluation form was received by the teacher.

(d) Each teacher or pupil personnel staff member shall sign the evaluation form only as an indication that he has seen and had an opportunity to discuss the evaluation. The teacher's or pupil personnel staff member's signature will not constitute approval or disapproval. The teacher or pupil personnel staff member shall, if he wishes, attach his own comments to the evaluation form.

(e) A copy of the evaluation form shall be given to the teacher or pupil personnel staff member and a copy will be placed in his personnel file (Appendix G).

**§12.8 Additional evaluations.** Teachers/pupil personnel staff may request a reasonable number of additional evaluations for specific problems or needs.

**§12.9 Conducted openly.** All formal monitoring or observation of the work performance of a teacher/pupil personnel staff member will be conducted openly with the full knowledge of the teacher/pupil personnel staff member.

**§12.10 Recommendations.** If a teacher's/pupil personnel staff member's performance is considered to be less than satisfactory, the evaluator will so indicate on the evaluation form. The evaluator will make specific recommendations for the teacher/pupil personnel staff member to improve his performance. The responsibility for achieving and maintaining satisfactory performance, however, rests with the teacher/pupil personnel staff member.

**§12.11 Documentation.** Factors other than formal classroom evaluations may be considered in determining the overall performance of the teacher/pupil personnel staff member. In order for information other than formal evaluations to be considered in determining the overall performance of a teacher/pupil personnel staff member, said information must be documented. Events or occurrences of which the Administrator does not have personal knowledge may be used. However, documentation shall include the approximate time and place of the event or occurrence, a description of the event or occurrence sufficient to apprise a teacher/pupil personnel staff member of the nature of the conduct described and purpose for the Administrator's use of this information, the source of the Administrator's information, and, if the teacher/pupil personnel staff member denies the occurrence or event, what attempts, if any, were made to verify the information.

## **ARTICLE 13 – PROMOTIONS, VACANCIES, AND TRANSFERS**

**§13.1 Promotions.** All promotions within the teaching staff shall be made by the Board upon the recommendation of the Superintendent and the building Principal.

**§13.2 Vacancies.** Whenever a vacancy in the District occurs, the District shall have posted in each building a notice of said vacancy. A copy shall be sent to the Association President. The notice of vacancy shall set forth the method for applying. The District shall give consideration to all candidates including those presently employed in the District.



1       **§13.3 Faculty's primary responsibility.** The parties acknowledge that the faculty's  
 2 primary responsibility is to educate students and that its energies should, to the maximum extent possible,  
 3 be utilized to this end.

4  
 5       **§13.4 Guidelines.** Although the Administration and the Association recognize that some  
 6 transfer of teachers from one (1) school to another or one (1) assignment to another (grade level,  
 7 department, etc.) is unavoidable, they also recognize that frequent transfer of teachers may be disruptive  
 8 of the educational process and can interfere with optimum teacher performance. Therefore, they agree  
 9 that the following guidelines will be considered in the transfer of teachers.

10  
 11       *Guideline 1.* When a reduction in the number of teachers in a school or grade level is necessary,  
 12 volunteers will be considered first.

13  
 14       *Guideline 2.*

15  
 16       (a) Procedures for leaving an assignment. The Principal will offer reassignment to an  
 17 existing opening to the most senior faculty member in the grade affected. This procedure will continue  
 18 until someone accepts or the least senior member is reached. If no one accepts, the least senior member  
 19 will be transferred.

20  
 21       (b) When two (2) or more teachers have the same seniority, a teacher's area of  
 22 certification, major and/or minor field of study, length of service in the grade level and other relevant  
 23 factors shall be considered in determining which teacher is to be transferred. Teachers being involuntarily  
 24 transferred shall, where possible, be transferred to an acceptable position.

25  
 26       (c) An involuntary transfer shall be made only after a meeting between the teachers  
 27 involved and the Building Principal at which time the teacher shall be notified of the reasons for transfer.  
 28 In the event a teacher objects to that transfer at this meeting, at the request of the teacher the Building  
 29 Principal and Superintendent shall meet with a representative of the Association to discuss the transfer.

30  
 31       *Guideline 3.* Notice of transfer shall be given to teachers as soon as practicable, not later than  
 32 June 1, if possible.

## 33 34                                   **ARTICLE 14 - NEW CONSTRUCTION**

35  
 36       **§14.1 New building construction.** If new building construction is to be planned for the  
 37 District, teachers whose teaching stations are to be affected shall be afforded the opportunity to make  
 38 suggestions and recommendations on the plans for their areas of instruction prior to finalizing of plans.

## 39 40                                   **ARTICLE 15 - PROBATIONARY PERIOD AND DISMISSAL PROCEDURE**

41  
 42       **§15.1 Probationary period.** The probationary period shall be three (3) years except when  
 43 required by law to be less.

44  
 45       **§15.2 Notification prior to tenure.** A probationary teacher whose performance is  
 46 considered unsatisfactory for appointment to tenure shall be so notified, in writing, not later than sixty  
 47 (60) days prior to the expiration of his probationary period.

48  
 49       **§15.3 Written warning • meeting.** If a teacher's performance is such that his employment  
 50 may be terminated, the District will so advise the teacher in writing. At the teacher's request a conference  
 51 will be held between the immediate supervisor, the teacher, and, at the teacher's request, an Association  
 52 representative. The teacher shall be given a reasonable time following the conference to improve his  
 53 performance.  
 54

1       **§15.4       Exception.** If a teacher has committed an act so offensive that in the judgment of the  
 2 District, immediate suspension is required, this Article shall not be used to restrict the District's rights,  
 3 providing that such rights are exercised in accordance with the law.  
 4

## 5                                   **ARTICLE 16 - TEACHER RIGHTS**

6  
 7       **§16.1       Right to representation.** In any case in which a teacher is summoned for a  
 8 conference in which the teacher is to be disciplined, the teacher shall, if he desires, have the right to be  
 9 accompanied by an Association representative. If a representative is desired, said conference shall not be  
 10 held without an Association representative before the close of the next working day.  
 11

### 12                   **§16.2       Teacher personnel file.**

13  
 14       (a)           The official District teacher personnel file shall be maintained in the central office. A  
 15 teacher shall have the right, upon request, to review the contents of his file. A teacher shall be entitled to  
 16 have a personally selected representative accompany him during such review. Such review shall be in the  
 17 presence of a central office staff member designated by the Superintendent.  
 18

19       (b)           No material, excluding reference and information obtained in the process of  
 20 evaluating the teacher for initial employment, which is derogatory to a teacher's conduct, service,  
 21 character or personality shall be filed unless the teacher has had an opportunity to examine the material.  
 22 The teacher must affix his signature on the actual copy to be kept with the understanding that such  
 23 signature does not necessarily indicate agreement with its contents. The teacher may attach a written  
 24 statement or defense if he so requests. No material, not shown to the teacher in advance, may be used in  
 25 any dismissal proceeding. Factors other than formal classroom observation may be considered in  
 26 determining the overall performance of the teacher. In order for information other than formal  
 27 evaluations to be considered in determining the overall performance of a teacher, said information must  
 28 be documented. Events or occurrences of which the Administrator does not have personal knowledge  
 29 may be used. However, documentation shall include the approximate time and place of the event or  
 30 occurrence, a description of the event or occurrence sufficient to apprise a teacher of the nature of the  
 31 conduct described and purpose for the Administrator's use of this information, the source of the  
 32 Administrator's information, and, if the teacher denies the occurrence or event, what attempts, if any,  
 33 were made to verify the information.  
 34

35       (c)           Upon written request, the teacher shall be furnished a reproduction of any material,  
 36 excluding reference or information obtained in the process of evaluating the teacher for initial  
 37 employment. The teacher may be charged ten cents (10¢) per page for the copies.  
 38

## 39                                   **ARTICLE 17 - INSURANCE**

### 40                   **§17.1       The Plan.**

41  
 42       (a)           The District will provide healthcare coverage through the Central Southern Tier  
 43 Health Care Plan (hereinafter the "Plan"), a self-funded health care plan.  
 44

45       (b)           Teachers may enroll in either an individual plan or a family plan. Effective July 1,  
 46 2002, or as soon thereafter as practicable, the District will provide healthcare coverage through the Plan,  
 47 as amended by the following endorsements which are more fully described in the Plan's Plan Document  
 48 and Summary Plan Description.  
 49

50                   (1)       Preferred provider option.  
 51

52                   (2)       Emergency room co-payment option.  
 53  
 54

(3) Office visit co-payment option.

(4) \$10 retail, brand name prescription drug co-payment option.

**§17.2 District contribution.**

(a) Full-time teacher. The District will pay ninety percent (90%) of the premium equivalent for both the individual plan and the family plan as selected by the teacher. Effective July 1, 2005, the District will pay eighty-nine percent (89%) of the premium equivalent. Effective July 1, 2006, the District will pay eighty-eight percent (88%) of the premium equivalent.

(b) Part-time employees (to be effective July 1, 1990). The District shall pay a percent of the premium equivalent for both the individual plan and the family plan, as selected by the teacher, equal to the percent of time that the teacher works provided, however, that the teacher's contribution shall not exceed fifty percent (50%).

(c) Teachers who are involuntarily reduced in the percent of time worked shall receive health insurance benefits as provided for in §17.2(a).

**§17.3 Retirees.**

(a) The cost of the premium equivalent rate for retirees shall be shared between the District and retirees according to the following schedule:

	<b>DISTRICT</b>	<b>RETIREE</b>
Individual Plan	50%	50%
Family Plan for retirees under age sixty-five (65)	50%	50%
Family Plan for retirees age sixty-five (65) or older	35%	65%

(b) The District shall pay the cost of a retiree's Medicare premium, and the retiree's share of the premium equivalent rate under the Plan shall be adjusted accordingly. If a retiree's share of the premium equivalent rate is less than the cost of the Medicare premium, no refunds shall be made. The provisions of this paragraph shall apply only to teachers who were employed prior to June 30, 1977.

(c) At the time of retirement, the retiring teacher shall receive a summary statement from the District specifying the individual's status at that time to include all leave time accruals, financial entitlements and health insurance benefits due the retiree.

**§17.4 Teachers on leave.** The District shall not make any payments to the Plan for teachers who are on an unpaid leave of absence. A teacher on such leave may continue to be covered by the Plan, provided that he remits the health care premium equivalent rate to the District.

**§17.5 Plan Document and Administrative Manual.** The Plan Document and the Administrative Manual are hereby incorporated by reference.

**§17.6 Appealing claims.** Any complaints under the Plan with respect to its interpretation or application must be processed through the Claim Appeal Procedure set forth in the Plan Document. If a complaint is not settled to a teacher's satisfaction, then within thirty (30) days of a written answer from the Plan Administrator, the Association may submit the issue directly to binding arbitration. The submission of a dispute to arbitration shall be before an arbitrator selected and acting pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Plan Administrator shall furnish the Association with all pertinent data related to the dispute, subject to the provisions of §17.8. The arbitrator's decision shall be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator shall be without authority to make any decision that

requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The cost of the services of the arbitrator will be shared equally by the District and the Association.

**§17.7 Confidentiality.** All data obtained by the Plan Administrator with respect to claims shall be considered confidential and shall be made available to persons involved or connected with the Plan strictly on a need-to-know basis, and such data shall be utilized for no other purpose than is necessary for the administration of the Plan and the payment of claims. No data shall be released to a third party without the express, written consent of the teacher affected. No health data obtained by the Plan may be used to discipline or dismiss a teacher.

**§17.8 Continuation of coverage.** A teacher who leaves the employment of the District, or a teacher whose services are terminated, shall be offered the right of conversion for health coverage, regardless of insurability, at the full cost and expense of the teacher. If a former teacher of the District is unable to obtain coverage, then the former teacher may continue to participate in the Plan at his own expense, in which case the District may require proof of rejection of insurance. If a former teacher is offered health insurance, including coverage for pre-existing conditions, but chooses not to purchase same, the Plan shall not be obligated to provide coverage. The Plan will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for said condition shall apply. All conversion rights that are extended to former teachers will also be extended to dependents.

**§17.9 Timely payment of claims.** A teacher who submits claims in accordance with the procedures established by the Plan shall have said claims paid, to the extent of coverage provided, in a timely manner, so that a teacher shall suffer no financial loss as a result of the slow payment of a claim. A teacher shall be considered to have suffered no financial loss if a claim is paid within thirty (30) days of receipt of the necessary data by the Plan Administrator.

**§17.10 Effective date of coverage.** For a new teacher, coverage under the Plan shall be automatic and will become effective on the first day of the month following the month in which he applies, unless the teacher declines coverage in writing. A waiver of health care coverage shall be filed in the teacher's personnel file.

**§17.11 Payment in lieu of insurance.** A teacher eligible for health care coverage who elects not to participate in the Plan shall receive a one thousand dollar (\$1,000) annual payment in lieu of insurance, subject to the following conditions.

(a) The teacher must complete a waiver of health care coverage form provided by the District.

(b) The teacher must supply the District with proof of health care coverage.

(c) The stipend shall be paid at the end of the school year in the form of a voucher, with said payment to be in lieu of insurance.

(d) Teachers who terminate their services before the end of the school year shall have their annual payment prorated.

(e) Teachers who re-enter the Plan once they have elected to receive the annual payment shall have their payment prorated.

(f) Effective July 1, 1990 a part-time teacher shall receive a prorated payment.

1       **§17.12 Life insurance.** The estate of a teacher whose employment in the District is  
 2 terminated by death (except suicide) shall receive a cash sum payable as follows: Cash Sum Payable =  
 3 unused sick leave at death x .0025 x annual salary at death.

## 4 5                                   **ARTICLE 18 - PERSONAL INJURY**

### 6 7           **§18.1 Absence due to injury or assault.**

8  
 9       (a) If a teacher is absent from work due to injury or assault incurred in the actual course  
 10 of his performance of assigned duties, and if the teacher qualifies for payments under the Workers'  
 11 Compensation Law, he shall receive his full salary during the first six (6) months of absence from his  
 12 employment. None of this time will be charged to sick leave. The amount of any weekly Workers'  
 13 Compensation (salary) award made for temporary disability due to said injury will be paid to the District  
 14 in full by the teacher.

15  
 16       (b) If the disability continues beyond six (6) months, the teacher shall be entitled to the  
 17 full benefits of the sick leave provisions of the contract. The teacher will be entitled to the full benefit of  
 18 any settlement award received as a result of said accident or assault, except for amounts that may be due  
 19 the compensation carrier under the law. While the teacher is receiving sick leave benefits, he shall pay  
 20 the District any weekly Workers' Compensation (salary) award received by him.

## 21 22                                   **ARTICLE 19 - PAYROLL DEDUCTION**

23  
 24       **§19.1 Payroll deduction for tax-sheltered annuities.** In accordance with §3109 of the  
 25 Education Law, the District will make provisions for payroll deductions for qualifying tax-sheltered  
 26 annuities.

27  
 28       **§19.2 Payroll deduction for dues.** The District shall deduct, from the salaries of teachers,  
 29 dues set forth by the Association as said teachers individually authorize the Board to deduct in accordance  
 30 with the law. Dues deductions will be made each pay period after receipt of authorization providing that  
 31 said authorization is submitted to the District at least two (2) weeks prior to a payday. The District shall  
 32 transmit the monies promptly to the Association. Teacher authorizations shall be in writing, on the form  
 33 provided by the Association, in the amount stipulated by the Association. Teachers who wish to revoke  
 34 their authorization shall do so by submitting written notification to both the District and the Association.

35  
 36       **§19.3 Payroll deduction for credit union.** The District shall deduct from the salaries of  
 37 teachers requested deductions for the CCSD Federal Credit Union. The standard form shall be used.

38  
 39       **§19.4 Payroll deduction for Christmas clubs, United Fund.** In addition to §19.3,  
 40 provision shall be made for payroll deduction for Christmas clubs and the United Fund upon receipt of  
 41 proper authorization.

42  
 43       **§19.5 Direct deposit.** Teachers shall be given the option of having a direct deposit for their  
 44 paycheck upon completion of the required authorization form for the bank or financial institution selected  
 45 by the teacher.

46  
 47       **§19.6 Pay period.** Teachers shall have the option of selecting twenty-one (21) or twenty-  
 48 six (26) pay periods. Once elected, the option may not be changed prior to the next school year. The  
 49 election shall be made at least two (2) weeks prior to the first payday.

50  
 51       **§19.7 Compensation options for extracurricular and coaching.** Pay for extracurricular  
 52 activities, coaching, proctoring, time-keeping, and in-service work shall be paid, at the teacher's option,  
 53 by including said pay in the teacher's regular paycheck or in the regular bi-weekly check at the  
 54 conclusion of the activity, upon submission of required reports.

## ARTICLE 20 - SICK LEAVE

**§20.1 Allocation • accumulation.** Each full-time teacher shall receive eleven (11) days with full pay for absences due to illness or injury each year. Unused sick leave days will accumulate to a maximum of one hundred eighty-two (182) days.

**§20.2 Permitted usage.** Absences warranting sick leave are as follows:

- (a) Personal illness.
- (b) Doctor and dentist appointments. Appointments should be made during non-school hours; however, necessary personal, medical, and dental appointments may be deducted from sick leave.
- (c) Paternity leave for male teacher. One (1) day per year of sick leave may be used by a male teacher on the occasion of the birth of his child. Under this provision, adoption shall be considered to be a birth.
- (d) Immediate family. Up to a maximum of eleven (11) days of sick leave may be used in any one year for illness in the teacher's immediate family. For purposes of this provision, "immediate family" is defined as spouse, child, parent, parent-in-law, grandparent, sister, brother, or other family member living in the household.
- (e) Sick leave conversion. One (1) sick day per year may be used as an extra personal day if a teacher's allotted personal days have been used.

**§20.3 Reporting absences.** Each time a claim is made for sick leave pay, the District's form, EMPLOYEE ABSENCE REPORT, shall be made promptly on return to duty. The form will be signed by the teacher and the building Principal and forwarded to the business office with the next payroll. A certificate of absence, properly signed, shall be required in all cases of absences for which sick leave benefits are claimed.

**§20.4 Physician's statement.** When an absence is twenty (20) or more consecutive days or in any specific instance when it seems advisable, a teacher may be required to present a physician's statement of health to the Superintendent's office before returning to service.

**§20.5 Annual statement.** A statement of accumulated sick leave shall be provided to each teacher at the beginning of each school year.

**§20.6 Salary deductions.** For absences beyond the authorized number of days granted as sick leave, deductions will be taken from the final paycheck as follows.

- (a) Deduct one two-hundredth (1/200) of the basic annual salary for each excessive day's absence.
- (b) For a teacher of less than a full year, deduct a rate of substitute pay for each excessive day's absence not to exceed one two-hundredth (1/200) of that teacher's annual salary.

**ARTICLE 21 - SICK LEAVE BANK****§21.1 Purpose.**

(a) For the benefit of all teachers of the District, a sick leave bank will be established. The purpose of the bank is to protect the teachers from loss of income because of illness or injury during their employment by the District.

(b) The sole purpose of the sick leave bank is to provide additional sick days to teachers whose sick leave and personal leave have been exhausted.

(c) The days in the bank will be teacher donated. If the number of days in reserve in the bank is five hundred fifty (550) or more, no contributions will be made except by new employees. If the days in reserve fall below five hundred fifty (550), each member of the bank will donate a minimum of one (1) and a maximum of three (3) days in September of the next school year.

(d) The sick leave bank will be administered according to the rules of procedure specified herein.

**§21.2 Membership.**

(a) Membership is open to all teachers, assistants and any others included in this Agreement.

(b) All new employees will automatically be members of the sick leave bank and have one (1) day deducted from their first year's sick leave allotment.

(c) To be eligible for sick leave bank utilization, a teacher must have been employed by the District at least sixty (60) school days, which shall include holidays and vacation breaks. The teacher must have exhausted his accumulated sick leave and personal leave.

(d) Membership will continue from year-to-year without the necessity of filling out a new form.

(e) Days donated are non-refundable.

**§21.3 Applying for days.**

(a) Application for sick leave bank days will be made to the chairman of the Sick Leave Bank Committee on the application form provided by the District.

(b) When applying to borrow from the sick leave bank, the teacher must submit a statement of need from a doctor of medicine, a psychologist, a dentist, an osteopath, a podiatrist, or a chiropractor, only to the extent that they render services within the scope of their licensed specialty.

(c) Benefits will be granted for personal illness, accident, or injury only.

**§21.4 Committee composition • regulations.**

(a) The sick leave bank shall be administered by a joint committee consisting of four (4) members. Two (2) of the members shall be appointed by the Association and two (2) by the Superintendent. The Sick Leave Bank Committee shall develop its own rules of procedure, forms for donation of and application for days, and shall elect its own chairperson.

(b) A vote of the majority of the Sick Leave Bank Committee is necessary to approve an application for a grant.

(c) The sick leave bank committee may allow benefits up to the number of days requested by a member. No benefits will be granted for a cumulative period of more than two hundred (200) days. In extraordinary circumstances, should a member exceed the two hundred (200) day lifetime limit as set forth above, the sick leave bank committee may allot additional days.

(d) A teacher receiving a grant from the sick leave bank will not have to pay back the days.

(e) All applicable sections will be prorated for part-time teachers, according to §5.2 of the Agreement.

## ARTICLE 22 - PERSONAL LEAVE

**§22.1 Allocation • accumulation.** Each teacher shall be eligible to receive two (2) days of personal leave each year. Unused personal days will be added to the teacher's sick leave accumulation at the end of each school year.

**§22.2 Procedure.** Except for emergency cases, a request for absence is to be in writing forty-eight (48) hours in advance. Prior approval is to be obtained from the building Principal or Superintendent. As long as the day requested does not come immediately before or after a vacation or holiday, the Principal will not require reasons, but will base his decision on staffing requirements. A personal leave requested for the day before or the day after a vacation or holiday may be granted by the Principal or Superintendent; this request must clearly state an adequate non-vacation reason for the request. Time permitting, a Principal's denial may be appealed to the Superintendent.

## ARTICLE 23 - UNPAID LEAVE

**§23.1 Application.** The Board may, at its discretion, grant unpaid leaves of absence in cases in which the Board determines that such a leave will be in the best interests of the teacher and the District.

**§23.2 Return from leave.** Upon receiving a written request to the Superintendent prior to February 5, the District shall re-employ a teacher who has been on an approved leave of absence. Upon failure to receive a written request prior to February 5, the Superintendent shall fill the vacancy from a list of new candidates. Every effort shall be made to re-employ in the position vacated; however, since all teachers are subject to transfer, a teacher returning from a leave of absence shall recognize that assignment shall be made in the best interest of the District.

**§23.3 Salary credit.** Position on the salary schedule shall be maintained, except that teaching experience credit shall be subject to established regulations and shall only be given for the following: Military service, sabbatical leave, and exchange-teacher assignment.

### **§23.4 Unpaid leave at the end of the school year.**

(a) A teacher will be granted permission to leave up to five (5) days before the end of the semester to attend an accredited school.

(b) One two-hundredth (1/200) will be deducted from his salary for each day of absence.

(c) A request to leave school prior to the regular school year shall be submitted by May



(d) The teacher must be a matriculated student at a regular summer school that commences prior to the end of the regular school year.

(e) The graduate course work to be taken must be in the same subject area that the teacher teaches.

(f) The teacher shall have completed all year-end responsibilities and obligations to the District.

(g) The District shall not incur additional expense resulting from the granting of this request.

## ARTICLE 24 - BEREAVEMENT LEAVE

**§24.1 Death in immediate family •immediate family defined.** A teacher shall be granted five (5) days bereavement leave for a death in the immediate family. The term “immediate family” means a spouse, parent, or child. Three (3) days’ bereavement leave will be granted in the event of the death of a sister, brother, grandparent, grandchild, mother-in-law, or father-in-law. The bereavement granted will not be deducted from sick leave or any other leave. The three or five days must be taken within ten (10) school days after the death.

**§24.2 Death of a friend or other family member.** A teacher shall be granted one (1) day bereavement leave for the death of a friend or any other family member. A maximum of two (2) days per year shall be granted. In exceptional circumstances, the Superintendent may grant additional days.

## ARTICLE 25 - JURY DUTY AND COURT APPEARANCES

### §25.1 Jury duty •court appearances.

(a) The Board and the Association recognize that every teacher, as a citizen, has a responsibility to serve on jury duty. In cases when a teacher is “called for jury duty,” he shall notify his supervisor immediately. The Board will then grant jury leave for the duration of that teacher’s responsibilities to the court. Any daily rate paid to a teacher for jury duty services shall be paid over to the District by the teacher involved. In return, the teacher will receive his regular pay and benefits during the time he serves.

(b) The Board and the Association also recognize that days taken by a teacher as a subpoenaed witness shall be granted automatically and shall not result in reduction of personal days and pay.

## ARTICLE 26 - PARENTAL LEAVE

### §26.1 Maternity leave.

(a) A pregnant teacher may take an unpaid leave of absence with said leave not to exceed one (1) year. The teacher may apply for an extension of the leave not to exceed one (1) additional year.

(b) In an effort to provide for continuity of instruction, a teacher who desires to take a maternity leave should notify her building Principal of the inclusive dates for the requested leave at least four (4) months prior to the commencement of her leave date. The parties recognize that such things as changed delivery dates, pregnancy complications, miscarriages, etc., can affect a teacher’s plans. Therefore, the teacher may, at her option, change the effective date of the leave, or rescind the leave, at any time up to the effective date of the leave.

(c) A teacher on maternity leave and returning from said leave prior to its expiration will make every effort to give the District at least thirty (30) days prior notice.

(d) A pregnant teacher may not return to work within two (2) months following the termination of her pregnancy unless she provides the District with a certification form from her attending physician certifying that she is not disabled from carrying on the normal duties of her position.

**§26.2 Paternity leave.** In the event of serious illness or death of the mother, the father may obtain an unpaid parental leave for up to one (1) year.

**§26.3 Adoption leave.** A teacher who adopts a child or who, as a condition for adoption, needs an unpaid leave shall be entitled to an unpaid leave to the same extent as a teacher who gives birth to a child.

## ARTICLE 27 - HEALTH LEAVE

**§27.1 Purpose.** Whenever a teacher is absent from school for an extended illness, such teacher may apply for an unpaid leave of absence and shall be granted such leave provided the teacher's personal physician certifies to the Superintendent that the health of the teacher is such that he is unable to perform his regularly assigned duties. Such leave will be granted by the Board to the end of the school year and may be extended by the Board for an additional one (1) year period. Prior to returning to work, the teacher shall provide the District with a certificate from his attending physician certifying that the teacher is able to resume his teaching duties. The District may require that the teacher be examined by the District's physician or a specialist selected by the District and be certified by such physician as being able to resume teaching duties.

**§27.2 Return from leave.** Upon receiving a written request to the Superintendent prior to April 1, the District shall re-employ a teacher who has been on an approved health leave of absence in accordance with §27.1. Upon failure to receive a written request prior to April 1 or absent any form of communication, the Superintendent shall notify the Association of his intent to fill the vacancy for the upcoming school year. Every effort shall be made to re-employ in the position vacated; however, since all teachers are subject to transfer, a teacher returning from a health leave shall recognize that assignment shall be made in the best interest of the District.

## ARTICLE 28 - SABBATICAL LEAVE

**§28.1 Objective.** In keeping with the ideas and aims of the Board for the children in the District, a sabbatical leave may be made available to the teachers for the purpose of enriching the curriculum program of the District.

### **§28.2 Purpose • compensation.**

(a) Sabbatical leave may be allowed for approved travel or study for a period of time of one (1) year with one-half (1/2) pay or one-half (1/2) year at full pay.

(b) A summer sabbatical leave may be made available for approved travel or study for a period of time of: Three (3) summer sessions of eight (8) weeks per session at one-ninth (1/9) of the current salary per session; or four (4) summer sessions of six (6) weeks per session at one-ninth (1/9) of the current salary per session.

**§28.3 Granting or denial.** The granting or denial of a sabbatical leave shall be at the discretion of the Board.

**§28.4 Conditions.**

(a) To be eligible, a teacher must be permanently certified and have seven (7) or more years of experience in the District.

(b) No more than three percent (3%) of the total number of teachers will be granted a sabbatical leave in any one (1) year.

(c) Teachers taking sabbatical leave will be legally bound either to teach two (2) subsequent school years (September through June) in the District, except for uncontrollable causes, or to repay to the District the full amount of salary received during the sabbatical leave. Any teacher taking a summer sabbatical leave will be bound either to teach in the District for one (1) year following each summer of that leave or to reimburse the District for all monies received.

**§28.5 Salary placement upon return.** The salary step for sabbatical leave will be the same as if the teacher were present in the District. The time of sabbatical leave will be considered a time of service in the District.

**§28.6 Application.**

(a) Applications for sabbatical leaves must be submitted to the Superintendent by February 1 of the school year prior to the year in which the leave is to be effective. He will in turn forward the application along with administrative recommendations to the Board by February 15. February 1 application for summer sabbatical need only include notification of intent. Applicants will be allowed until March 30 to finalize summer programs.

(b) Applications for sabbatical leave will be in letter form and must include a plan of time utilization incorporating one or more of the following: (1) a statement of acceptance for advanced study at an approved teacher preparatory institution, or (2) a statement of acceptance for advanced study in the teacher's major field of teaching at an accredited college or university, or (3) detailed plans for travel and/or work experience that will contribute directly to the teacher's teaching effectiveness, or (4) an outline of an individual research or writing project along with details of any assistance available or tentative arrangements for publication.

(c) No verbal applications will be accepted.

(d) Administrative recommendations to the Board will be based on: (1) value of proposed study or travel and (2) seniority in service.

**ARTICLE 29 - MAINTENANCE OF STANDARDS**

**§29.1 Standards maintained.** The District agrees to maintain the physical conditions and equipment necessary for a teacher to perform his teaching obligations at a standard that is not less than that which is in effect at the time this Agreement is executed, except where prohibited by law.

**§29.2 Maintenance service.** A teacher who requests maintenance service for repair or replacement of equipment or physical facilities shall use the following procedure.

(a) Submit a written work order to the building Principal.

(b) Receive from the building Principal a copy of the work order signed and completed.

## ARTICLE 30 - PROFESSIONAL GROWTH

**§30.1 Opportunity for professional growth.** The Superintendent shall, within the limitations of available staff, permit teachers to take advantage of opportunities for professional growth such as released time and leaves of absence without pay for travel and study, visits to other classrooms and other schools, and membership on local, state, and national committees.

### **§30.2 Attendance at meetings and conferences.**

(a) It shall be the Board's policy to permit teachers to attend professional meetings and conferences when the results will be of value to the teacher and the District, and when budget limits permit.

(b) Prior approval shall be secured from the office of the Superintendent for any travel within the State of New York. Prior approval shall be secured from the Board for all out-of-state travel.

(c) A teacher shall be eligible to attend meetings and conferences whenever he is an officer of the organization holding the meeting, a person taking a significant part in the program of the scheduled meeting, or an official representative. This article shall not be interpreted to provide paid leave for a teacher to attend Association conventions or conferences.

**§30.3 Compensation.** A teacher shall be granted an excused absence that stipulates no salary deduction except that, when the teacher receives remuneration for services rendered, the District shall deduct that amount from his salary.

**§30.4 Conference expenses.** The Board will reimburse teachers for approved expenses for professional workshops and conferences within the limits of each area's or department's budgets for conferences.

### **§30.5 Exchange teacher.**

(a) A tenured teacher shall submit to the Superintendent the location and nature of the exchange assignment that he wishes to occupy during the exchange year. The teacher shall also submit the visiting teacher's resume, or sufficient information regarding the visiting teacher for the Superintendent to determine that said teacher is certified or eligible for certification by the New York State Education Department as an exchange teacher and to determine his qualifications to teach in the position left vacant by the applying teacher.

(b) Assignment as an exchange teacher shall be made upon recommendation by the Superintendent and approval of the Board. Said assignment shall be for one (1) year, although the teacher may apply for a second year upon showing of unusual circumstances to justify said second year of assignment.

(c) A teacher on an exchange assignment shall continue as an employee of the District and will receive salary and fringe benefits pursuant to the contract with the Association at the time. The District will have no financial obligation or obligation in regard to salary or fringe benefits to the visiting teacher. The teacher assigned to an exchange position will continue to gain seniority and other rights in the District. The visiting teacher will not acquire any seniority or tenure rights in the District.

**§30.6 District committees.** The District and the Association encourage teachers to join and participate in District committees and activities. In the case of District-wide committees (PDP, CDEP, etc.), every effort shall be made to procure representation by teachers from each building. If each building is not represented, then the District shall notify the Association President of such opportunity.

## ARTICLE 31 - TEACHER/ADMINISTRATIVE LIAISON

### §31.1 Meetings.

(a) The Association's building representative and building Principal shall meet once every two (2) weeks if requested by either party during the school year to review and discuss local school problems and practices.

(b) Once a year, the teacher representatives from each building and building Principals will meet in a joint meeting to assess the common goals and problems of the District and to review long term plans and the educational philosophy of the District. This committee will publish the recommendations it has determined as a result of this meeting. The recommendations will be presented to the Board and to the Association.

**§31.2 Procedure • recommendation • minutes.** The committee will establish its own rules of procedure. Recommendations may, at the discretion of the committee, be presented to the Superintendent and the Board if given reasonable notice. Copies of the minutes in written form shall be given to the Association, the Superintendent, and the Board.

## ARTICLE 32 - GRIEVANCE PROCEDURE

**§32.1 Purpose.** It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal.

### §32.2 Definitions.

(a) A "grievance" is a claim by any teacher or group of teachers that there is a violation, misinterpretation, or misapplication of this Agreement.

(b) "Building Principal" shall mean the person who is in charge of an instructional area, including a particular building or buildings belonging to the District, as he may have been heretofore or may hereafter be appointed by the Board.

(c) "Superintendent" shall mean the person who is in charge of all school operations, as he has been heretofore or may hereafter be appointed by the Board.

(d) "Board" shall mean the duly elected members of the Board of Education of the Odessa-Montour Central School District.

(e) "Association" shall mean the Odessa-Montour Teachers Association.

### §32.3 Procedures.

(a) All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, the specific clause of this Agreement contested in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party.

(b) Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefor. A copy of each decision shall be promptly transmitted to the teacher and the Association.

1 (c) If a grievance affects a group of teachers and appears to be associated with system-  
2 wide policies, it may be submitted by the Association directly at Stage 2.

3  
4 (d) A teacher may be represented by another person at all stages but must be present at  
5 any hearing.

6  
7 (e) The Board and the Association agree to facilitate any investigation which may be  
8 required and to make available any and all material and relevant documents, communications, and records  
9 concerning the alleged grievance.

10  
11 (f) An aggrieved party and any party in interest shall have the right, at all stages of a  
12 grievance, to confront and cross-examine all witnesses called against him, to testify and to call witnesses  
13 on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and  
14 every stage of this grievance procedure.

15  
16 (g) No interference, coercion, restraint, discrimination, or reprisal of any kind will be  
17 taken by the Board, or by any member of Administration, or by the Association against the aggrieved  
18 party, any party in interest, any representative, or any member of the Grievance Committee, any other  
19 participant in the grievance procedure, or any other person, by reason of such grievance or participation  
20 therein.

21  
22 (h) All documents, communications, and records dealing with the processing of a  
23 grievance shall be filed separately from the personnel files of the participants.

24  
25 (i) Nothing contained herein will be construed as limiting the right of any teacher having  
26 a grievance to discuss the matter informally without intervention of the Association; provided the  
27 adjustment is not inconsistent with the terms of this Agreement and the Association has been given an  
28 opportunity, by written notice, to be present at such adjustment and to state its views on the grievance. In  
29 the event that any grievance is adjusted without formal determination pursuant to this procedure, while  
30 such adjustments shall be binding upon the aggrieved party and shall, in all respects, be final, said  
31 adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in  
32 future proceedings.

33  
34 (j) The Superintendent shall be responsible for accumulating and maintaining an Official  
35 Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications,  
36 minutes and notes of testimony, as the case may be, written arguments and briefs considered at all levels  
37 other than Stage 1, and all written decisions at all stages. Official minutes of all procedures in Stages 2, 3  
38 and 4 shall be kept with expenses equally shared. The aggrieved party and the Association Grievance  
39 Committee shall, within three (3) school days following receipt of the minutes, advise the appropriate  
40 hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become part of  
41 the Official Grievance Report, and the hearing officer shall indicate the determination made respecting  
42 such claimed error. The Official Grievance Record shall be available for inspection and copying by the  
43 aggrieved party, the Grievance Committee, and the Board but shall not be deemed a public record.

44  
45 (k) Arrangements will be made to allow the Grievance Committee Chairperson to be  
46 available to attend meetings during the school day whenever such meetings are required by the District.

47  
48 **§32.4 Time limits.**

49  
50 (a) The time limits specified for either party may be extended only by mutual agreement.

51  
52 (b) No written grievance will be entertained except as described below, and such  
53 grievance will be deemed waived unless written grievance is forwarded at the first available stage within  
54 twenty (20) school days after the teacher knew of the act or condition on which the grievance is based.

1  
2 (c) If a decision at one stage is not appealed to the next stage of the procedure within the  
3 time limit specified, the grievance will be deemed to be discontinued and further appeal under this  
4 Agreement shall be barred.

5  
6 (d) In the event a response is not given to the aggrieved party within the time limit  
7 specified, the grievance may be taken to the next stage.

8  
9 (e) In the event a grievance is filed on or after June 1, upon request by or on behalf of the  
10 aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure  
11 may be exhausted prior to the end of the work year or as soon thereafter as possible.

12  
13 **§32.5 Stage 1.**

14  
15 (a) A teacher having a grievance will discuss it with the appropriate building Principal,  
16 whether directly or through a representative, with the objective of resolving the matter informally.

17  
18 (b) If the grievance is not resolved informally, it shall be reduced to writing and  
19 presented to the building Principal. Within five (5) school days after the written grievance is submitted to  
20 him, the building Principal shall render a decision in writing and transmit a copy thereof to the teacher  
21 and to the Association.

22  
23 **§32.6 Stage 2.**

24  
25 (a) If the grievant or the Association is not satisfied with the Stage 1 response, a written  
26 appeal of the Stage 1 decision may be filed with the Superintendent within five (5) school days.

27  
28 (b) Within five (5) school days of receipt of the appeal, the Superintendent shall hold a  
29 hearing with the grievant, his representative, and all other parties in interest.

30  
31 (c) The Superintendent shall render a decision in writing within five (5) school days and  
32 transmit a copy thereof to the grievant, his representative, and the Association.

33  
34 **§32.7 Stage 3.**

35  
36 (a) If the teacher or the Association is not satisfied with the decision at the conclusion of  
37 Stage 2, an appeal may be filed in writing with the Board within seven (7) days after receipt of the  
38 decision at Stage 2.

39  
40 (b) Within five (5) school days after receipt of the appeal, the Board shall hold a hearing  
41 with the grievant or his representative.

42  
43 (c) The Board shall, within five (5) days following the next Board meeting, render a  
44 decision in writing, and a copy thereof shall be transmitted to the teacher and his representative.

45  
46 **§32.8 Stage 4.**

47  
48 (a) If the Association is not satisfied with the Stage 3 reply, it may submit the grievance  
49 to arbitration by filing a notice for arbitration with the District within fifteen (15) school days of receipt of  
50 the Stage 3 decision.

51  
52 (b) The Association will file a notice with the American Arbitration Association for  
53 selection of an arbitrator who shall be selected according to the rules of the American Arbitration  
54 Association.

(c) The parties will then be bound by the rules and procedures of the American Arbitration Association.

(d) The arbitrator shall have no power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

(e) The decision of the arbitrator shall be final and binding upon all parties.

(f) The cost of the services of the arbitrator will be borne equally by the Board and the Association.

**§32.9 Alternative to 3020-a Procedure.**

(a) A tenured teacher against whom charges have been filed pursuant to §3020-a of the Education Law, may waive his rights to a 3020-a procedural hearing and choose a hearing in accordance with the American Arbitration Association's expedited labor arbitration rules, except as modified herein.

(b) A teacher who elects this forum rather than a 3020-a proceeding shall waive all rights to proceed in any other forum.

(c) In the event that a teacher is suspended pending the determination of this proceeding, the suspension shall be with pay, unless it is recognized under New York State law that the suspension may be without pay. No right to salary has been waived by this provision, nor has the District waived the right to suspend, provided that the suspension is consistent with the Education Law.

(d) The arbitrator for the American Arbitration Association's expedited arbitration procedure shall be selected from among the following five (5) arbitrators: Maurice Benewitz, Eugene Crowley, James Gross, Thomas Rinaldo, and Martin Scheinman. To obtain an arbitrator, the parties shall request that the American Arbitration Association return to the parties a listing containing the above specified arbitrators. Upon receipt of the list from the American Arbitration Association, the parties shall meet and mutually agree upon the choice of an arbitrator. If the parties cannot agree, they shall alternatively strike names from the listing until an arbitrator is selected. The party to strike the first name shall be determined by a coin toss.

(e) The mutually-chosen arbitrator shall hold a hearing within twenty (20) days of notification and shall render a decision within five (5) business days from the closing date of the hearing. If the arbitrator selected is unable to meet within the twenty (20) day limit, the parties shall meet to select another arbitrator as per the above stated process.

(f) The selected arbitrator shall have all power and authority granted to the panel pursuant to §3020-a of the Education Law, and his decision shall be final subject only to review in accordance with Article 75 of the Civil Practice Law and Rules.

(g) A teacher who elects this forum shall be entitled to exercise all procedural rights granted to him under Education Law 3020-a.

**§32.10 Scheduling of hearing.** Both parties shall make every effort to have arbitration hearings scheduled outside the regular school hours. If an arbitration hearing is scheduled during the school day, the grievant, Association Chairperson, and any witnesses shall be excused to attend the hearing without loss of leave or pay.

**§32.11 Grievance form.** A copy of the grievance form is contained in Appendix D.



**ARTICLE 33 - SALARY****§33.1 Salary and bylaws.**

(a) Each teacher will be placed on step on the applicable salary schedule (Appendix A) in accordance with the number of years of teaching experience and educational background recognized by the District and will be paid accordingly. In placing teachers on the appropriate salary schedule, the column labeled "YRS" (Years of Experience) will represent each teacher's years of teaching experience as credited by the District.

(b) For teachers whose credited service exceeds the years of service specified on the appropriate salary schedule, the teacher's base salary (including graduate credits, but excluding any other stipends) will be determined as follows. Such increases will become part of the teacher's base salary in subsequent years.

(1) For the 2003-2004 school year, the teacher's base salary in the previous year will be increased by three percent (3.0%).

(2) For the 2004-2005 school year, the teacher's base salary in the previous year will be increased by three percent (3.0%).

(3) For the 2005-2006 school year, the teacher's base salary in the previous year will be increased by three and one-quarter percent (3.25%).

(4) For the 2006-2007 school year, the teacher's base salary in the previous year will be increased by three and three-quarters percent (3.75%).

(c) Each teacher who has an earned master's degree shall receive an additional nine hundred dollars (\$900).

(d) Prior approval of graduate hours in order to receive salary credit is not necessary when following a college prescribed master's or doctor's program that is a program in education or in the teacher's subject area. A teacher in a program that does not require prior approval shall notify the District upon enrolling that he is taking such a course. All other graduate or in-service hours for which salary credit is desired shall be submitted to the Superintendent for prior approval. The District shall provide request forms for this purpose. In general, all courses shall be approved if found to be of value to the teacher and the District. In order to receive credit for a master's degree or for academic hours of credit earned, teachers must report them to the District no later than October 1.

(e) Graduate work or a master's degree which qualifies a teacher for a higher step on the salary schedule must be reported before October 1 for a salary adjustment effective September 1 and before March 1 for a salary adjustment effective February 1. If the course work or master's degree is not reported by March 1, additional compensation for earned hours or a master's degree will be deferred until the following year. When a teacher neglects to submit the request for graduate hour pay or pay for a master's degree on a timely basis, §33.1 (d), the District will not make a retroactive salary adjustment.

(f) Graduate hours beyond sixty (60) must have prior approval from the Superintendent and will be paid at seventy dollars (\$70) per hour in blocks of six (6). No reasons for disapproval need be given. In general, courses will be approved that are clearly aimed at improving general pedagogy or methodology.

(g) All teachers who work beyond the teacher work year shall be paid one two-hundredths (1/200) of their regular salary for each extra day worked.

(h) High school guidance counselors shall be paid one hundred ten percent (110%) of the regular teacher's pay schedule for their work during the school year.

(i) In the event that a teacher's hiring date is such that he begins work after the first day of the school year, his salary will be determined by dividing the annual salary by two hundred (200) and multiplying the result by the number of the workdays remaining in the school year.

(j) In the event that the District instructs a teacher to physically move to a different classroom, the District shall pay fifteen dollars (\$15) per hour for up to ten (10) hours of move time spent by the teacher or the District shall provide two (2) days of release time for the teacher to effect the move.

### **§33.2 Long term substitute.**

(a) For purposes of this Agreement, the term "long term substitute" shall mean a person who is hired to fill a specific vacancy that is anticipated to exceed sixty (60) days at the time of hiring, in place of a teacher who is on an extended leave of absence but who is expected to return. In the event that it becomes evident that a short term leave will be extended beyond a total duration of sixty (60) days, the position shall be filled by a long term substitute at that time.

(b) Long term substitutes shall receive all benefits and shall be subject to all benefits and terms and conditions of employment contained in this Agreement.

(c) In the event that a position within the District for which a long term substitute has been hired becomes vacant, the substitute may apply for the position. If the substitute applies for the position, he shall be considered along with any other applicants.

(d) Any substitute working twenty (20) school days or more for the same absent teacher shall be placed on the salary schedule retroactive to the first day the substitute began working for the absent teacher.

**§33.3 Salary placement after an unpaid leave.** A teacher who, because of an unpaid leave of absence, does not work at least ninety (90) days, or one (1) semester, in any school year shall not receive service credit on the salary schedule for the year in which the unpaid leave is taken. A teacher who works ninety (90) days or more, or one (1) semester, in any school year shall receive service credit on the salary schedule for working all year even though he has been absent from school during a portion of the year because of an unpaid leave of absence. A teacher who is absent and uses sick leave or one who is on sabbatical leave shall receive salary credit for the year. A teacher new to the District must work ninety (90) days or more, or one (1) semester, in order to receive service credit on the salary schedule.

**§33.4 IRS Section 125.** The District will provide a qualified IRS Section 125 account, through a third-party administrator (TPA), available to each teacher. The establishment of the account shall be subject to the following conditions.

(a) The account will only be established if and when a sufficient number of teachers elect to participate in accordance with the rules and regulations set forth by the IRS and the TPA selected.

(b) The District and the Association will mutually agree on the TPA selected.

(c) The qualified uses for the funds shall be those permitted by federal law.

(d) The District shall contribute annually three hundred dollars (\$300) on each teacher's benefit into an IRS Section 125 Flexible Benefit Account beginning each September 1 for that teacher. No teacher on an unpaid leave of absence shall be entitled to the contribution. Effective September 1,

2005, the District shall contribute annually three hundred twenty-five dollars (\$325). Effective September 1, 2006, the District shall contribute annually three hundred fifty dollars (\$350).

(e) Teachers may elect to contribute additional funds beyond the District contribution into the existing qualified IRS Section 125 account.

(f) The Flexible Benefit Plan will provide for a "negative election" for the teachers' contributions to the premium equivalent for the Health Care Plan.

(g) The cost of the administration of the fund shall be the responsibility of the teachers participating in this account.

**§33.5 Student affairs specialist salary.** The student affairs specialist shall be paid one hundred percent (100%) of the amount on the teachers' salary schedule (Appendix A) in the bachelor's column in accordance with her years of service. The stipend for Dean of Students as listed in the agreement in Appendix C is included in the salary for student affairs specialist.

**§33.6 403b Discriminatory Plan.** The District will establish a 403b Discriminatory Plan for the lump sum payments provided to teachers in Article 34 – Retirement Incentive plus unused sick leave and §35.6 Credit for unused sick leave.

## ARTICLE 34 - RETIREMENT INCENTIVE

**§34.1 Non-elective 403-b employer contribution.** A teacher who retires and meets the eligibility requirements set forth in this article shall receive the following: twenty thousand dollars (\$20,000), plus an amount equal to the teacher's accumulated sick leave, not to exceed one hundred eighty-two (182) days, multiplied by forty dollars (\$40) per day. For the purpose of computing accumulated sick leave days, a teacher's allocation shall be prorated in the year in which he retires at the rate of 1.1 sick leave days for each month or part thereof that he works. This retirement incentive shall be contributed by the District, as a non-elective employer contribution, to a tax-sheltered annuity contract within the meaning of Internal Revenue Code Section 403(b). The contribution shall be remitted by the District on the first payday after the last day he provides services to the District. The District shall report this retirement incentive contribution as earnings for the last school year worked by the teacher in compliance with Education Law and Retirement & Social Security Law.

**§34.2 Eligibility requirements.** In order to be eligible for this benefit, a teacher must meet the following requirements.

(a) Have worked in the District at least ten (10) years; and,

(b) Retire during the school year he becomes first eligible under the rules and regulations of the New York State Teachers' Retirement System. "First eligible" means the teacher is entitled to receive his full pension benefit without reduction for years of service.

(c) Provide the District with a letter of resignation for the purpose of retirement no later than March first in the school year immediately preceding the year in which the teacher is first eligible; and,

(d) A member may withdraw a letter that has been acted upon by the board under the following circumstances.

(1) Documented financial crisis.

(2) Death in the immediate family as defined in §24.1 of the Agreement.

(3) Serious family illness resulting in significant changes in anticipated retirement plans.

(4) Divorce or legal separation.

(e) In the case of the teacher who is first eligible during the months of July and August, he must retire prior to September first.

**§34.3 Waiver of benefit.** An employee who is past his first eligible date and who elects not to utilize this benefit shall waive any future claims to entitlement of this incentive.

## ARTICLE 35 - ADDITIONAL COMPENSATION

### **§35.1 Department Heads and Grade Level Coordinators.**

(a) Schedules for Department Heads and Grade Level Coordinators shall be worked out with Administration to allow working with teachers in their departments and observation of them in their classes. The responsibilities of Department Heads shall be reviewed periodically by the Administrator, Department Heads and the Association.

(b) Department Heads and Grade Level Coordinators shall not be used to evaluate the performance of teachers.

(c) The salaries for Department Heads and Grade Level Coordinators are set forth in Appendix C.

(d) A job description for Department Heads and Grade Level Coordinators will be provided by the District with input from the Association.

### **§35.2 Proctoring (including ticket takers).**

(a) Regular proctors' salaries are set forth in Appendix C. Proctoring assignments for athletic events shall be given to teacher volunteers. If, for the athletic events, there are not enough volunteer proctors for these events, the secondary Principal shall fill positions with the use of a number selection system. Any exchanges or other arrangements must be approved in advance of the event by the building Principals. If a suitable replacement can be found, the proctor may be excused. Any other proctoring duties shall be assigned as per present arrangements with the salary to be the same as specified in Appendix C.

(b) The head proctor's salary is set forth in Appendix C. The head proctor will be responsible for assigning and supervising the proctors at athletic events, as directed by the Principal.

### **§35.3 Extracurricular activities.**

(a) A regular classroom teaching assignment may include the handling of related activities such as cafeteria, bus, and playground duty. In addition, each teacher shall be subject to assignment by the building Principal to supervision of other activities in the school such as holiday programs and Open House.

(b) Certain extracurricular activities, particularly in the high school, carry heavy responsibilities and require considerable time. The District shall, therefore, compensate teachers so assigned in accordance with the following policies: (1) Special assignments for which additional compensation is given shall be limited when possible to two (2) activities per year; (2) care shall be

exercised by the building Principal to distribute the activity assignments so that no teacher will be carrying more than one (1) extra assignment or responsibility at a time; and (3) extracurricular salaries shall be for those extracurricular activities which require time beyond the regular teacher workday. Any exceptions to this policy shall require approval by the Board.

(c) Extracurricular salaries are set forth in Appendix C. If any activity listed on the schedule is discontinued, there shall be no obligation to pay the advisor's salary.

(d) A job description for extracurricular advisors will be provided by the District with input from the Association.

#### **§35.4 Coaching.**

(a) Coaching salaries are set forth in Appendix B. If any sport listed on the schedule is discontinued, there shall be no obligation to pay the coach's salary.

(b) A coach shall be permitted up to five (5) absences for illness per season without loss of stipend.

(c) In the case of an extended illness during a season, a substitute coach shall be hired after the five (5) days of absence. The substitute shall be hired for the remainder of the season with the understanding that if the coach returns prior to the end of the season, he shall be reinstated to the position. If the coach does return, his stipend shall be prorated.

(d) A substitute coach shall be paid on a prorated basis for the particular sport if he is a teacher.

(e) In the case of a temporary absence of an incumbent coach, the Director of Athletics may, at his discretion, recommend to the Principal that a substitute coach be hired. In such a case, the substitute coach will be hired according to this procedure: (1) The first day a coach is absent, substitute coach pay will not be allocated; and (2) if the incumbent coach is absent for a second, consecutive day, the Director of Athletics may recommend a substitute coach and will verify the substitute coach's compensation in accordance with Appendix B of this Agreement, as the same shall be applicable to the individual substitute coach.

(f) If an incumbent coach's absence occurs on a practice day or game day involving a regularly-scheduled meet or playoff event, the Director of Athletics may seek special permission from the Principal for the employment of a substitute coach effective from the first day of absence of the incumbent coach.

**§35.5 Mileage reimbursement.** A teacher required to drive a private vehicle on school business shall be paid not less than the highest rate paid to other employees, paid semiannually, provided that such travel is approved in advance by the building Principal or, if appropriate, the Superintendent.

**§35.6 Contribution for unused sick leave.** A teacher who leaves the employment of the District shall receive the following: an amount equal to the teacher's accumulated sick leave, not to exceed one hundred eighty-two (182) days, multiplied by thirty dollars (\$30) per day. For the purpose of computing accumulated sick leave days, a teacher's allocation shall be prorated in the year in which he leaves the employment of the District at the rate of 1.1 sick leave days for each month or part thereof that he works. A teacher who is eligible for and elects to receive the retirement incentive set forth in Article 34 of this agreement shall not be eligible for this benefit. This amount shall be contributed by the District, as a non-elective employer contribution, to a tax-sheltered annuity contract within the meaning of Internal Revenue Code Section 403(b). The contribution shall be remitted by the District within thirty (30) days of the effective date of a teacher's last day of service with the District.

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2       **§35.7 Passes for school events.** The District will annually provide each teacher with a pass  
3 to enable him to attend school events without charge.  
4

#### 5                               **ARTICLE 36 - GENERAL PROVISIONS**

6  
7       **§36.1 Reprisals prohibited.** There will be no reprisals of any kind taken against any  
8 teacher by reason of his membership in the Association or participation in any Association activities.  
9

10       **§36.2 Supersession.** This Agreement constitutes the entire understanding of issues  
11 discussed between the Board and the Association and supersedes all previous understandings and  
12 agreements.  
13

14       **§36.3 Severability.** Should any court or tribunal of competent jurisdiction declare any  
15 portion of this Agreement invalid, or enjoin or restrain performance thereof, the operation and effect of  
16 such declaration, judgment, or order shall be strictly limited to its terms and such portion hereof as was  
17 directly involved in the initiating controversy, and shall not affect the remainder of this Agreement.  
18 Immediately following any such declaration, judgment, or order, the parties hereto covenant to  
19 renegotiate the affected portion to a final form that shall serve both the intent of the parties and the  
20 mandate of law.  
21

22       **§36.4 Supremacy of agreement.** Any individual agreement or contract heretofore or  
23 hereafter executed with any individual member of the negotiating unit represented by the Association  
24 shall be subject to and consistent with the terms and conditions of the Agreement and subsequent  
25 agreements hereinafter executed by the parties. During its duration, this Agreement shall be controlling.  
26

27       **§36.5 Section 204-a of the Public Employees' Fair Employment Act.** "IT IS AGREED  
28 BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING  
29 LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR  
30 BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE  
31 UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."  
32

#### 33                               **ARTICLE 37 - TEACHING ASSISTANTS**

##### 34               **§37.1 Teaching assistant defined • duties.**

35  
36  
37       (a) In accordance with the regulations of the Commissioner of Education, and occupying  
38 positions for which certification is required, teaching assistants may be assigned under the general  
39 supervision of a certified teacher.  
40

41       (b) If said teaching assistants are assigned, they will perform such duties as: Working  
42 with individual pupils or groups of pupils on special projects while the teacher in the room is working  
43 with other pupils; providing the teacher with general information about pupils to aid the teacher in the  
44 development of instructional materials and aiding pupils to use available resources; utilizing their own  
45 special skills and abilities in such areas as foreign languages, arts, crafts, music, and similar subjects;  
46 supporting the teacher in providing an effective climate for learning.  
47

##### 48               **§37.2 Evaluation • purpose.**

49  
50       (a) The purpose of this evaluation procedure shall be to maintain a qualified, competent  
51 staff, to promote the development of the staff, and to determine continuation of employment.  
52

53       (b) To further these purposes, the persons responsible for the evaluation of teaching  
54 assistants acknowledge the right of the assistant to (1) know how well he is performing the duties and

responsibilities of his position, (2) know the duties of his job and how he is expected to perform, (3) have open, candid appraisal of his work, including discussion of his evaluation reports with the person evaluating, (4) know those areas, if any, where improvement is needed, and what specifically the teaching assistant should do to improve, (5) seek and receive appropriate assistance where needed, and (6) be given the opportunity to improve his performance within a reasonable time as judged by the Administrator.

**§37.3 Evaluation • procedure.**

(a) Evaluations shall be done only by persons certified in Administration.

(b) Each returning teaching assistant shall be observed at least once each year and first year teaching assistants shall be observed at least twice each year for a minimum of thirty (30) minutes per observation.

(c) Following each observation, the Administrator shall complete the written Teaching Assistant Observation Form (Appendix H). If either the Administrator or teaching assistant requests a conference to discuss the observation, a meeting shall be held within five (5) working days after the observation. The final copy shall be given to the teaching assistant within ten (10) working days following the observation.

(d) Each teaching assistant shall be evaluated at least once each school year on the Performance Review for Teaching Assistants Form (Appendix I). A copy of the completed form will be given to the teaching assistant no later than thirteen (13) working days before the end of the school year. A conference shall be held within five (5) working days if either the teaching assistant or the Administrator wishes to discuss the completed evaluation. The teaching assistant shall sign the written evaluation to indicate that he has reviewed the evaluation and he may add written comments to the form.

(e) The Administrator and teaching assistant shall sign the observation and evaluation forms in the appropriate spaces. The teaching assistant shall return the signed forms within five (5) school days. A copy of the form shall be given to the teaching assistant and a copy will be placed in the teaching assistant's personnel file.

(f) Any information other than observations and written evaluations that is used to judge the teaching assistant's performance must be fully documented and will be placed in the teaching assistant's personnel file with his full knowledge.

(g) The teaching assistant may attach a written statement to any documentation placed in his personnel file to provide information or clarification.

**§37.4 Work year.** The teaching assistant work year shall be the same as the teacher work year as specified in the calendar adopted by the District. Note: This now includes conference days.

**§37.5 Salary and related benefits.**

(a) Teaching assistants shall be paid forty percent (40%) of the amount on the teachers' salary schedule (Appendix A) in the bachelor's column in accordance with their years of service. For the following school years, the specified percentages shall apply.

2004-2005	Forty-two and one-half percent (42.5%)
2005-2006	Forty-five percent (45.0%)
2006-2007	Forty-seven and one-half percent (47.5%)

(b) The District will contribute ninety percent (90%) of the premium equivalent for the individual plan or the family plan as selected by a full-time teaching assistant.

1  
2 (c) The District shall pay a percent of the premium equivalent for the individual plan or  
3 the family plan, as selected by a part-time teaching assistant, equal to the percent of time that the part-  
4 time teaching assistant works provided, however, that the part-time teaching assistant's contribution shall  
5 not exceed fifty percent (50%).  
6

7 **§37.6 Home school liaison teachers' salaries.** Home school liaison teachers shall be paid  
8 sixty percent (60%) of the amount on the teachers' salary schedule (Appendix A) in the bachelor's  
9 column in accordance with their years of recognized service.



## APPENDIX A – SALARY SCHEDULES

### 2003-2004 Salary Schedule

STEP	YRS	BA	BA+6	BA+12	BA+18	BA+24	BA+30	BA+36	BA+42	BA+48	BA+54	BA+60
1	1	34593	36071	36439	36767	37114	37465	37812	38164	38511	38863	39209
2	2	35384	36908	37287	37625	37983	38346	38703	39066	39424	39787	40144
3	3	36412	37955	38342	38700	39071	39444	39819	40194	40565	40941	41312
4	4	37256	38809	39201	39579	39963	40348	40733	41118	41504	41889	42274
5	5	38125	39714	40114	40510	40907	41303	41702	42100	42496	42895	43291
6	6	39021	40650	41059	41471	41867	42289	42701	43111	43519	43930	44328
7	7,8,9 10,11	39947	41614	42036	42461	42883	43305	43730	44154	44577	44999	45425
8	12	40904	42608	43046	43483	43921	44291	44792	45230	45668	46103	46539
9	13,14 15	41891	43636	44085	44537	44986	45438	45888	46342	46792	47241	47692
10	16	42908	44694	45160	45628	46090	46557	47021	47487	47952	48418	48881
11	17	43958	45789	46268	46750	47229	47709	48190	48670	49150	49631	50111
12	18,19 20,21	45042	46919	47414	47910	48405	48898	49396	49891	50387	50880	51378
13	22	46159	48082	48593	49103	49615	50126	50640	51149	51662	52173	52684
14	23	47314	49285	49814	50340	50868	51395	51924	52418	52979	53505	54033
15	24	48506	50525	51069	51614	52159	52701	53249	53795	54337	54881	55426
16	25	49735	51806	52369	52930	53492	54052	54614	55176	55740	56302	56863
17	26	51004	53126	53707	54285	54868	55447	56026	56606	57186	57768	58345
18	27	52315	54491	55090	55687	56286	56884	57483	58081	58682	59279	59878
19	28	53666	56485	56514	57132	57750	58369	58986	59604	60221	60840	61455
20	29	55059	58223	57987	58623	59262	59898	60541	61175	61812	62449	63086
21	30	57559	60723	60487	61123	61762	62398	63041	63675	64312	64949	65586

### 2004-2005 Salary Schedule

STEP	YRS	BA	BA+6	BA+12	BA+18	BA+24	BA+30	BA+36	BA+42	BA+48	BA+54	BA+60
1	1	34893	36371	36739	37067	37414	37765	38112	38464	38811	39163	39509
2	2	35665	37189	37569	37907	28265	38626	38984	39347	39705	40068	40424
3	3	36481	38052	38443	38792	39160	39534	39903	40277	40646	41020	41388
4	4	37541	39131	39531	39900	40283	40667	41053	41440	41823	42210	42592
5	5	38411	40012	40416	40806	41201	41599	41995	42393	42790	43188	43584
6	6	39307	40945	41357	41766	42175	42583	42994	43405	43814	44225	44633
7	7	40230	41910	42332	42757	43165	43600	44024	44447	44868	45292	45702
8	8,9,10 11,12	41186	42904	43339	43777	44213	44648	45086	45523	45959	46394	46833
9	13	42172	43929	44381	44831	45283	45664	46180	46632	47083	47532	47982
10	14, 15 16	43189	44989	45452	45917	46381	46846	47311	47778	48243	48706	49170
11	17	44238	46080	46560	47042	47519	48000	48479	48959	49439	49919	50396
12	18	45321	47208	47702	48199	48694	49188	49684	50179	50674	51169	51665
13	19,20 21,22	46439	48374	48884	49395	49905	50414	50927	51437	51949	52457	52971
14	23	47590	49572	50099	50626	51153	51680	52210	52735	53264	53790	54317
15	24	48780	50813	51358	51901	52445	52989	53533	54043	54621	55163	55708
16	25	50010	52091	52652	53214	53776	54335	54900	55463	56021	56582	57145
17	26	51277	53412	53992	54571	55150	55728	56307	56886	57467	58048	58626
18	27	52586	54773	55372	55967	56569	57166	57763	58361	58959	59559	60153
19	28	53936	56180	56798	57413	58031	58648	59265	59882	60501	61117	61735
20	29	55329	58236	58266	58903	59540	60178	60815	61452	62088	62726	63361
21	30	57829	60736	60766	61403	62040	62678	63315	63952	64588	65226	65861

Base salaries: Add nine hundred dollars (\$900) for master's degree.

## APPENDIX A – SALARY SCHEDULES (continued)

## 2005-2006 Salary Schedule

STEP	YRS	BA	BA+6	BA+12	BA+18	BA+24	BA+30	BA+36	BA+42	BA+48	BA+54	BA+60
1	1	35293	36771	37139	37467	37814	38165	38512	38864	39211	39563	39909
2	2	36044	37571	37951	38290	38649	39011	39370	39733	40092	40455	40813
3	3	36842	38416	38808	39158	39527	39901	40271	40646	41015	41390	41758
4	4	37685	39308	39712	40072	40452	40839	41220	41606	41987	42374	42754
5	5	38780	40423	40836	41216	41612	42009	42408	42807	43203	43603	43998
6	6	39678	41332	41750	42153	42561	42972	43381	43792	44203	44613	45023
7	7	40604	42296	42722	43144	43566	43989	44413	44838	45260	45684	46106
8	8	41558	43293	43729	44168	44589	45039	45477	45914	46349	46786	47211
9	9,10 11,12 13	42545	44320	44770	45222	45672	46121	46573	47025	47475	47925	48378
10	14	43564	45378	45845	46310	46777	47170	47704	48171	48637	49101	49565
11	15,16 17	44614	46473	46952	47433	47911	48392	48872	49355	49835	50313	50793
12	18	45698	47601	48096	48595	49087	49584	50078	50574	51070	51566	52059
13	19	46816	48766	49277	49790	50300	50811	51323	51835	52346	52858	53370
14	20,21 22,23	47971	49970	50497	51025	51552	52078	52608	53135	53663	54189	54719
15	24	49160	51208	51752	52296	52842	53386	53933	54475	55021	55566	56110
16	25	50390	52490	53053	53613	54176	54737	55300	55827	56424	56984	57546
17	26	51660	53810	54390	54970	55551	56128	56711	57293	57870	58449	59030
18	27	52969	55174	55774	56372	56970	57567	58165	58763	59364	59963	60560
19	28	54321	56580	57199	57814	58436	59052	59669	60286	60904	61524	62139
20	29	55716	58034	58673	59308	59946	60583	61221	61858	62497	63134	63772
21	30	58216	60534	61173	61808	62446	63083	63721	64358	64997	65634	66272

## 2006-2007 Salary Schedule

STEP	YRS	BA	BA+6	BA+12	BA+18	BA+24	BA+30	BA+36	BA+42	BA+48	BA+54	BA+60
1	1	35893	37371	37739	38067	38414	38765	39112	39464	39811	40163	40509
2	2	36652	38187	38569	38909	39270	39634	39995	40360	40721	41086	41445
3	3	37432	39018	39413	39764	40137	40513	40885	41263	41635	42013	42384
4	4	38261	39895	40302	40665	41049	41437	41821	42210	42594	42984	43366
5	5	39136	40821	41241	41614	42010	42411	42807	43208	43604	44005	44400
6	6	40273	41979	42408	42803	43214	43626	44041	44455	44866	45282	45692
7	7	41206	42924	43357	43776	44200	44626	45051	45478	45904	46331	46756
8	8	42168	43925	44367	44805	45244	45682	46123	46564	47002	47443	47881
9	9	43158	44959	45412	45869	46306	46773	47228	47682	48134	48587	49028
10	10,11 12,13 14	44183	46026	46493	46963	47430	47897	48366	48836	49303	49770	50241
11	15	45241	47125	47610	48093	48578	48986	49541	50026	50510	50991	51474
12	16,17 18	46332	48263	48760	49259	49756	50255	50753	51255	51753	52250	52748
13	19	47457	49433	49948	50465	50977	51493	52006	52521	53036	53551	54064
14	20	48619	50643	51174	51707	52237	52767	53299	53831	54361	54893	55424
15	21,22 23,24	49818	51894	52441	52990	53537	54083	54633	55181	55729	56275	56826
16	25	51053	53180	53745	54310	54876	55441	56010	56572	57140	57705	58270
17	26	52330	54510	55096	55678	56262	56845	57429	57976	58596	59178	59762
18	27	53649	55882	56484	57086	57689	58289	58895	59499	60098	60700	61303
19	28	55009	57299	57921	58542	59163	59783	60405	61026	61649	62272	62892
20	29	56412	58758	59401	60040	60685	61326	61966	62608	63249	63893	64531
21	30	58912	61258	61901	62540	63185	63826	64466	65108	65749	66393	67031

Base salaries: Add nine hundred dollars (\$900) for master's degree.

**APPENDIX B - COACHES' SALARIES**

<b>COACHING POSITION</b>	<b>STIPEND</b>
Athletic Director	10.0%
Bowling	4.0%
Soccer	8.0%
Modified Soccer	4.0%
Boys' Varsity Football	8.0%
Boys' Varsity Assistant Football	6.0%
Boys' JV Football	6.0%
Boys' JV Assistant Football	5.0%
Boys' Modified Football	4.0%
Boys' Varsity Basketball	9.0%
Boys' JV Basketball	7.0%
Boys' Modified Basketball	5.0%
Girls' Varsity Basketball	9.0%
Girls' JV Basketball	7.0%
Girls' Modified Basketball	5.0%
Boys' Varsity Baseball	8.0%
Boys' JV Baseball	6.0%
Modified Baseball	4.0%
Girls' Varsity Softball	8.0%
Girls' JV Softball	6.0%
Modified Softball	4.0%
Boys' Varsity Swimming	9.0%
Girls' Swimming	8.0%
Modified Swimming	4.0%
Varsity Golf	8.0%
Coed Varsity Tennis	8.0%
Coed Cross Country	8.0%
Boys' Varsity Track	8.0%
Girls' Track	8.0%
Modified Track	4.0%
Girls' Varsity Volleyball	8.0%
Girls JV Volleyball	6.0%
Girls Modified Volleyball	5.0%
Boys' Varsity Wrestling	9.0%
Modified Wrestling	5.0%
Cheerleading Fall	4.5%
Cheerleading Winter	6.5%

Coaches are expected to practice a reasonable amount of time each week during their season; if not, their compensation will be prorated weekly.

For the 2004-2005, 2005-2006 and 2006-2007 fiscal years, the percent listed for each coaching position is to be multiplied by the coach's base (B level) salary on the 2004-2005, 2005-2006 and 2006-2007 salary schedules, respectively, according to the number of years of coaching experience in the sport as recognized by the District.

The District shall make every effort to not schedule teacher duties during the first and second and eighth and ninth periods so that the Athletic Director might perform Athletic Director duties during that time period.

# APPENDIX C - EXTRACURRICULAR SALARIES

EXTRACURRICULAR POSITION	STIPEND
Senior Class Advisor	8.0%
Junior Class Advisor	4.0%
Sophomore Class Advisor	2.0%
Freshman Class Advisor	2.0%
Senior Student Council	5.0%
Middle School Student Council	2.0%
Student Newspaper	3.0%
Secondary School Play	3.0%
Yearbook Advisor	7.0%
Elementary Yearbook Advisor	4.0%
Student Funds	5.0%
Extra Music Director	3.0%
Art Club	3.0%
Honor Society	2.0%
Musical Director	5.0%
Pool Director	6.0%
AV Coordinator High School	4.0%
AV Coordinator Elementary	4.0%
Audio Coordinator	3.0%
Varsity "O" Advisor	4.0%
Literary Magazine Advisor	3.0%
Ski Club	3.0%
Elementary Student Council	3.0%
Computer Coordinator	6.0%
Dean of Students Middle School	5.0%
Dean of Students Senior High	5.0%
Timekeepers	.055%/hour
Department Heads and Grade Level Coordinators:	
Three (3) teachers or less	3.75%
Between four (4) and six (6) teachers	4.5%
Seven (7) or more teachers	5.5%
SADD Advisor	2.5%
FHA Advisor	2.5%
Head Teacher Hanlon Elementary School	4.0%
Head Teacher BC Cate Elementary School	4.0%
Lab Manager/Technology Director Hanlon Elementary School	4.0%
Lab Manager/Technology Director BC Cate Elementary School	4.0%
Science Coordinator Hanlon Elementary School	3.0%
Science Coordinator BC Cate Elementary School	3.0%
Elementary Play Director	4.0%
Home Bound Instruction	.069%/hour
After School Detention	.069%/hour
Regular Proctor	.041%/hour
Head Proctor	.059%/hour

**APPENDIX D - GRIEVANCE FORM**

GRIEVANT: \_\_\_\_\_

BUILDING: \_\_\_\_\_ SUBJECT OR GRADE: \_\_\_\_\_

NATURE OF GRIEVANCE:

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SETTLEMENT DESIRED:

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

FILL OUT IN QUADRUPLICATE AND DISTRIBUTE TO:

- (1) IMMEDIATE SUPERVISOR
- (2) BUILDING REPRESENTATIVE
- (3) GRIEVANCE COMMITTEE
- (4) TEACHER

**APPENDIX E – CLASSROOM EVALUATION FORM**

Odessa-Montour Central School  
Odessa, New York

**NARRATIVE FORM**

**NAME:** \_\_\_\_\_ **GRADE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_ **TIME:** From \_\_\_\_\_ to \_\_\_\_\_

**ADMINISTRATOR'S SIGNATURE:** \_\_\_\_\_

**DESCRIPTION OF LESSON:**

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**TEACHER COMMENTS:**

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THE TEACHER WILL SIGN HERE INDICATING RECEIPT AND PERUSAL OF THIS EVALUATION BUT NOT APPROVAL OR DISAPPROVAL.

**TEACHER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SUPERINTENDENT'S INITIALS:** \_\_\_\_\_

## APPENDIX F – PUPIL PERSONNEL STAFF EVALUATION FORM

STAFF MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

AREA: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

ADMINISTRATOR: \_\_\_\_\_

EMPLOYEE STATUS: \_\_\_\_\_ Probationary \_\_\_\_\_ Tenured

CODE	
E - Exemplary	U - Unsatisfactory
P - Proficient	N/O - Not Observed
D - Developing	

### Explanation of Codes:

- Exemplary** Performance within this function area is consistently outstanding. Teaching practices are demonstrated at the highest level of performance. Teacher continuously seeks to expand scope of competencies and constantly undertakes additional, appropriate responsibilities.
- Proficient** Performance within this function area consistently meets standards. Teaching practices fully meet all performance expectations at an acceptable level. Teacher maintains an adequate scope of competencies and performs additional responsibilities as assigned.
- Developing** Performance within this function area is sometimes inadequate/unacceptable and needs improvement. Teacher requires supervision and assistance to maintain an adequate scope of competencies and sometimes fails to perform additional responsibilities as assigned.
- Unsatisfactory** Performance within this function area is consistently inadequate/unacceptable and most practices require considerable improvement to fully meet minimum performance expectations. Teacher requires close and frequent supervision in the performance of all responsibilities.
- Not Observed** It was not observed. This is neither positive nor negative.

Tenured pupil personnel staff may choose one of the options as described on pages 33 and following.

## APPENDIX F (continued)

*Pupil Personnel Staff Evaluation Form*

<b>1. Knowledge of Content/Specialty Area</b>					
<b>INDICATORS</b>	<b>U</b>	<b>D</b>	<b>P</b>	<b>E</b>	<b>N/O</b>
a. Demonstrates a knowledge, understanding, and application of specialty area.					
b. Keeps apprised of developments in techniques, philosophy, and content through professional reading and in-service/workshops/conferences.					
c. Places emphasis on skill development, acquisition of knowledge and problem-solving that is age appropriate.					
d. Cooperates in the development, coordination, and assessment of programs based upon the District exit outcomes.					
e. Collaborates with local, regional, and state organizations in order to enhance relevance and delivery of services on the District level.					
f. Strives to develop an understanding of and a respect for cultural and individual differences					
<b>Narrative:</b>					
<b>2. Preparation</b>					
<b>INDICATORS</b>	<b>U</b>	<b>D</b>	<b>P</b>	<b>E</b>	<b>N/O</b>
a. Uses adopted District policies and regulations and provides activities relevant to students with differing abilities and goals.					
b. Develops short and long-term objectives that reflect purpose, continuity, and correlation to program.					
c. Selects appropriate materials and resources to implement plans.					
<b>Narrative:</b>					
<b>3. Facilitation Skills</b>					
<b>INDICATORS</b>	<b>U</b>	<b>D</b>	<b>P</b>	<b>E</b>	<b>N/O</b>
a. Provides diverse opportunities for successful student participation and response.					
b. Relates to student interests/experiences.					
c. Uses a variety of interpersonal techniques appropriate to the activity.					
d. Monitors student understanding and adjusts methods accordingly.					
e. Considers diverse methods of presentation of information (discussion, group learning, demonstration, hands-on participation, computer utilization, etc.).					
f. Designs activities appropriate to students' abilities and learning styles.					
g. Uses time effectively.					
<b>Narrative:</b>					



## APPENDIX F (continued)

*Pupil Personnel Staff Evaluation Form*

<b>4. Case Management</b>					
<b>INDICATORS</b>	<b>U</b>	<b>D</b>	<b>P</b>	<b>E</b>	<b>N/O</b>
a. Organizes a climate to facilitate learning and success.					
b. Facilitates transitions from one activity to another.					
c. Maintains orderly system for duties.					
d. Clearly defines and communicates behavior expectations to students.					
e. Monitors student behavior and provides appropriate feedback to students.					
f. Facilitates appropriate student behavior choices.					
g. Reinforces learning efforts of students.					
h. Encourages goal-setting, personal responsibility and self-assessment in each student.					
<b>Narrative:</b>					
<b>5. Child Advocacy</b>					
<b>INDICATORS</b>	<b>U</b>	<b>D</b>	<b>P</b>	<b>E</b>	<b>N/O</b>
a. Plans student activities to promote mastery of prerequisite skills and knowledge.					
b. Demonstrates understanding of the developmental stages and needs of students.					
c. Promotes student practices and activities that enhance physical, intellectual, emotional, and social development.					
d. Interacts at levels appropriate to individual student abilities and cultural heritage differences.					
e. Challenges students while providing for individual differences.					
f. Respects and values differing quality world pictures.					
g. Challenges each student at his/her present level of achievement.					
h. Advises appropriate curricular choices based on student assessment tools.					
i. Monitors student progress using a variety of formal and informal assessment tools.					
<b>Narrative:</b>					

## APPENDIX F (continued)

*Pupil Personnel Staff Evaluation Form*

<b>6. Collaboration</b>					
<b>INDICATORS</b>	<b>U</b>	<b>D</b>	<b>P</b>	<b>E</b>	<b>N/O</b>
a. Consults with school and community resources when appropriate.					
b. Attempts to convey warmth, friendliness, and enthusiasm.					
c. Treats sensitive situations with discretion.					
d. Communicates with respect and politeness.					
e. Uses personal conferences to help individuals within the school community to problem solve.					
f. Communicates and interacts effectively with parents regarding student attendance, student performance, and school-related behavior.					
g. Is ethical in the use of confidential information.					
h. Promotes a cooperative school atmosphere through relationships with colleagues.					
i. Assists faculty members and staff members in understanding school operations and procedures.					
j. Works the groups and/or individuals in promoting school-related projects.					
<b>Narrative:</b>					
<b>7. Reflective and responsive practice that demonstrates adjustments are made on a continuing basis to improve the effectiveness of student support.</b>					
<b>INDICATORS</b>	<b>U</b>	<b>D</b>	<b>P</b>	<b>E</b>	<b>N/O</b>
a. Maintains appropriate record and inventory systems.					
b. Pursues opportunities for professional growth.					
c. Is aware of relevant and current issues in education.					
d. Assumes responsibility and/or actively participates in professional organizations.					
e. Displays evidence in growth through study, reading, writing, travel, and other professional endeavors.					
f. Re-assesses periodically the departmental curriculum content.					
g. Plans and monitors adjustments within the curriculum.					
h. Shares in District and building committee work where appropriate.					
i. Participates in District goal setting for student progress.					
j. Possesses an understanding of school-wide curriculum.					
<b>Narrative:</b>					

## APPENDIX F (continued)

*Pupil Personnel Staff Evaluation Form*

<b>8. Student Assessment</b>					
<b>INDICATORS</b>	<b>U</b>	<b>D</b>	<b>P</b>	<b>E</b>	<b>N/O</b>
a. Has knowledge of student assessment.					
b. Assesses, evaluates, and takes appropriate action when dealing with the needs of individuals.					
c. Assesses and documents student progress through a variety of formal and informal assessment tools.					
d. Gives consistent and timely assessment of student performance.					
<b>Narrative:</b>					

**PUPIL PERSONNEL STAFF COMMENTS:**


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ADMINISTRATOR'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

THE TEACHER WILL SIGN HERE INDICATING RECEIPT AND PERUSAL OF THIS EVALUATION BUT NOT APPROVAL OR DISAPPROVAL.

TEACHER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SUPERINTENDENT'S INITIALS: \_\_\_\_\_

## APPENDIX G – ANNUAL TEACHER EVALUATION FORM

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ASSIGNMENT:** \_\_\_\_\_

**SCHOOL:** \_\_\_\_\_

**EMPLOYEE STATUS:** \_\_\_ Probationary \_\_\_ Tenured \_\_\_ Part-time \_\_\_ Long-term Substitute

### Evaluation Procedure:

The evaluation must indicate the teacher's performance in each of the items. This judgment is to be based upon a review of each of the practices listed within a section.

A teacher who is satisfactory is a competent professional teacher. If a teacher makes a major contribution to a school, or consistently exceeds expectations, the administrator may describe the commendatory practice.

CODE	
<b>E - Exemplary</b>	<b>U - Unsatisfactory</b>
<b>P - Proficient</b>	<b>N/O - Not Observed</b>
<b>D - Developing</b>	

### Explanation of Codes:

- |                       |   |
|-----------------------|---|
| <b>Exemplary</b>      | Performance within this function area is consistently outstanding. Teaching practices are demonstrated at the highest level of performance. Teacher continuously seeks to expand scope of competencies and constantly undertakes additional, appropriate responsibilities.    |
| <b>Proficient</b>     | Performance within this function area consistently meets standards. Teaching practices fully meet all performance expectations at an acceptable level. Teacher maintains an adequate scope of competencies and performs additional responsibilities as assigned.              |
| <b>Developing</b>     | Performance within this function area is sometimes inadequate/unacceptable and needs improvement. Teacher requires supervision and assistance to maintain an adequate scope of competencies and sometimes fails to perform additional responsibilities as assigned.           |
| <b>Unsatisfactory</b> | Performance within this function area is consistently inadequate/unacceptable and most practices require considerable improvement to fully meet minimum performance expectations. Teacher requires close and frequent supervision in the performance of all responsibilities. |
| <b>Not Observed</b>   | It was not observed. This is neither positive nor negative.   |

## APPENDIX G (continued)

*Annual Teacher Evaluation Form*

<b>PLANNING AND PREPARATION</b>	<b>U</b>	<b>D</b>	<b>P</b>	<b>E</b>	<b>N/O</b>
a. Demonstrated knowledge of content pedagogy.					
b. Demonstrated knowledge of students.					
c. Selected instructional goals.					
d. Demonstrated knowledge of resources.					
e. Designed coherent instruction.					
f. Assessed student learning.					
<b>Narrative:</b>					
<b>INSTRUCTION</b>	<b>U</b>	<b>D</b>	<b>P</b>	<b>E</b>	<b>N/O</b>
a. Communicated clearly and accurately.					
b. Used questioning and discussions techniques.					
c. Engaged students in learning.					
d. Provided feedback to students.					
e. Demonstrated flexibility and responsiveness.					
<b>Narrative:</b>					
<b>CLASSROOM ENVIRONMENT</b>	<b>U</b>	<b>D</b>	<b>P</b>	<b>E</b>	<b>N/O</b>
a. Created an environment of respect and rapport.					
b. Established a culture for learning.					
c. Managed classroom procedures.					
d. Managed student behavior.					
e. Organized physical space.					
<b>Narrative:</b>					
<b>PROFESSIONAL RESPONSIBILITIES</b>	<b>U</b>	<b>D</b>	<b>P</b>	<b>E</b>	<b>N/O</b>
a. Reflected on teaching.					
b. Maintained accurate records.					
c. Communicated with families.					
d. Contributed to the school and District.					
e. Grew and developed professionally.					
f. Showed professionalism.					
<b>Narrative:</b>					

**APPENDIX G (continued)*****Annual Teacher Evaluation Form***

The administrator and the teacher may comment in the space provided on any aspect of overall job performance.

**ADMINISTRATOR'S COMMENTS:**


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**TEACHER'S COMMENTS:**


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 ADMINISTRATOR'S SIGNATURE

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 DATE

THE TEACHER WILL SIGN HERE INDICATING RECEIPT AND PERUSAL OF THIS EVALUATION BUT NOT APPROVAL OR DISAPPROVAL.

TEACHER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SUPERINTENDENT'S INITIALS: \_\_\_\_\_

**APPENDIX H – TEACHING ASSISTANT OBSERVATION FORM**

Odessa-Montour Central School District  
Odessa, New York 14869

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BUILDING:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**ADMINISTRATOR'S SIGNATURE:** \_\_\_\_\_

**DESCRIPTION OF OBSERVATION:**

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**EVALUATOR'S COMMENTS REGARDING THE OBSERVATION:**

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**REFLECTION/REVIEW OF GOALS:**

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**COMMENTS:**

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THE TEACHING ASSISTANT WILL SIGN HERE INDICATING RECEIPT AND PERUSAL OF THIS EVALUATION BUT NOT APPROVAL OR DISAPPROVAL.

TEACHING ASSISTANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SUPERINTENDENT'S INITIALS: \_\_\_\_\_

## APPENDIX I – PERFORMANCE REVIEW FOR TEACHING ASSISTANTS

*\*To be completed annually by building principal or designated administrative representative,  
not later than five (5) working days before the end of the school year.*

### PART I:

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SCHOOL: \_\_\_\_\_ SCHOOL YEAR: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

ADMINISTRATOR: \_\_\_\_\_

CODE	
E - Exemplary	U - Unsatisfactory
P - Proficient	N/O - Not Observed
D - Developing	

### Explanation of Codes:

<b>Exemplary</b>	Performance within this function area is consistently outstanding. Teaching practices are demonstrated at the highest level of performance. Teacher continuously seeks to expand scope of competencies and constantly undertakes additional, appropriate responsibilities.
<b>Proficient</b>	Performance within this function area consistently meets standards. Teaching practices fully meet all performance expectations at an acceptable level. Teacher maintains an adequate scope of competencies and performs additional responsibilities as assigned.
<b>Developing</b>	Performance within this function area is sometimes inadequate/unacceptable and needs improvement. Teacher requires supervision and assistance to maintain an adequate scope of competencies and sometimes fails to perform additional responsibilities as assigned.
<b>Unsatisfactory</b>	Performance within this function area is consistently inadequate/unacceptable and most practices require considerable improvement to fully meet minimum performance expectations. Teacher requires close and frequent supervision in the performance of all responsibilities.
<b>Not Observed</b>	It was not observed. This is neither positive nor negative.



**APPENDIX I (continued)***Performance Review for Teaching Assistants***PART II: Please check the following:**

	U	D	P	E	N/O
a. Dependability, punctuality.					
b. Organization of work.					
c. Resourcefulness and initiative.					
d. Participation in professional development.					
e. Ability to relate to other staff.					
f. Ability to work under supervision.					
g. Ability to relate to students.					

**ADMINISTRATOR'S COMMENTS:**


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**TEACHING ASSISTANT'S COMMENTS:**


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ADMINISTRATOR'S SIGNATURE\_\_\_\_\_  
DATE

THE TEACHING ASSISTANT WILL SIGN HERE INDICATING RECEIPT AND PERUSAL OF THIS EVALUATION BUT NOT APPROVAL OR DISAPPROVAL.

TEACHING ASSISTANT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SUPERINTENDENT'S INITIALS: \_\_\_\_\_

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT:**

SIGNATURE: Carol L. Boeyer  
Superintendent of Schools

DATE: 10/29/04

**ODESSA-MONTOUR TEACHERS ASSOCIATION:**

SIGNATURE: John W. Cleburn  
President

DATE: 10/29/04